

Provisionally granted until an order is entered after the final hearing on this document.

No later than two business days after entry of this Order, the Debtors shall serve a copy of this Order, and shall file a certificate of service no later than 24 hours after service.

Dec 03, 2020

Barry S. Schermer

BARRY S. SCHERMER
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

In re:

BRIGGS & STRATTON
CORPORATION, *et al.*,

Debtors.

§ Chapter 11
§
§ Case No. 20-43597-309
§
§ (Jointly Administered)
§
§

**APPLICATION OF DEBTORS FOR ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF
CBRE, INC. AS REAL ESTATE BROKER AND ADVISOR FOR THE DEBTORS**

Briggs & Stratton Corporation and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), respectfully represent as follows in support of this application (this “**Application**”):

Background

1. On July 20, 2020 (the “**Petition Date**”), the Debtors each commenced with this Court a voluntary case under 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. 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 (the “**Bankruptcy Rules**”) and Rule 1015(b) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the “**Local Rules**”).

2. On August 5, 2020, the United States Trustee appointed an official committee of unsecured creditors (the “**Creditors’ Committee**”) 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.



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3. On the Petition Date, the Debtors filed their Bidding Procedures Motion.¹ On August 19, 2020, the Court entered the Bidding Procedures Order² that, among other things, (i) approved bidding procedures in connection with the sale of the Debtors' assets, (ii) approved the designation of a stalking horse bidder and stalking horse bid, (iii) scheduled an auction to take place on September 1, 2020, and (iv) scheduled a sale hearing for September 15, 2020. On September 15, 2020, the Court entered the Sale Order³ authorizing the Debtors to sell substantially all of their assets (the "**Sale Transaction**") to Bucephalus Buyer, LLC (the "**Purchaser**"), pursuant to that certain *Stock and Asset Purchase Agreement*, effective as of July 19, 2020, as amended by that certain *Amendment No. 1 to Stock and Asset Purchase Agreement*, dated as of September 18, 2020 (together with the exhibits thereto, as may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "**Purchase Agreement**"). On September 21, 2020 (the "**Sale Closing**"), the Debtors closed the Sale Transaction.⁴

4. On November 9, 2020, the Court entered the *Order (I) Authorizing Use, Sale, or Lease of Certain Property of the Estate, (II) Establishing Procedures for De Minimis*

¹ *Motion of Debtors for Entry of an Order (I) Approving (A) Bidding Procedures, (B) Designation of Stalking Horse Bidder and Stalking Horse Bid Protections, (C) Scheduling Auction and Sale Hearing, (D) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (E) Assumption and Assignment Procedures; (II) Authorizing (A) Sale of Debtors' Assets and Equity Interests Free and Clear of Liens Claims, Interests, and Encumbrances and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 53] (the "**Bidding Procedures Motion**").

² *Order (I) Approving (A) Bidding Procedures, (B) Designation of Stalking Horse Bidder and Stalking Horse Bid Protections, (C) Scheduling Auction and Sale Hearing, (D) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (E) Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment and (II) Granting Related Relief* [Docket No. 505] (the "**Bidding Procedures Order**").

³ *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) Granting Related Relief* [Docket No. 898] (the "**Sale Order**").

⁴ *See Notice of (I) Filing of Amendment to Stock and Asset Purchase Agreement, And (II) the Occurrence of Closing of the Sale Transaction* [Docket No. 964].

Asset Sales, and (III) Granting Related Relief [Docket No. 1222] (the “**De Minimis Sale Order**”), which established procedures for the Debtors to sell the Properties (as defined below) and authorized the Debtors to pay commission fees to brokers in connection with such sale transaction. De Minimis Sale Order ¶¶ 1, 5.

5. Following the successful sale of substantially all of their assets, the Debtors have focused their efforts and resources on developing and filing a workable and confirmable chapter 11 plan of liquidation supported by the Creditors’ Committee. On October 9, 2020, the Debtors filed the *Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1066] and the *Disclosure Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and Its Affiliated Debtors* [Docket No. 1067]. On November 9, 2020, the Debtors filed the *Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* (the “**Amended Plan**”) [Docket No. 1226] and the *Amended Disclosure Statement for Amended Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors* [Docket No. 1227] (the “**Amended Disclosure Statement**”). On November 10, 2020, the Court entered an order approving the Amended Disclosure Statement and scheduled the hearing for confirmation of the Amended Plan for December 18, 2020.⁵

6. The Debtors continue to honor their post-closing sale obligations, wind down their estates, pursue confirmation of the Amended Plan, and otherwise work on concluding these chapter 11 cases.

7. Additional information regarding the Debtors’ business and capital structure and the circumstances leading to the commencement of these chapter 11 cases is set

⁵ See 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].

forth in the Disclosure Statement and the *Declaration of Jeffrey Ficks, Financial Advisor of Briggs & Stratton Corporation, in Support of the Debtors' Chapter 11 Petitions and First Day Relief* [Docket No. 51] (the “**Ficks Declaration**”).

Jurisdiction

8. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

9. By this Application, the Debtors seek immediate entry of an order (the “**Proposed Order**”)⁶ on a provisional basis pursuant to sections 327(a), 328, 330, and 331 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Rules 2014 and 2016-1 of the Local Rules, for authority to retain and employ CBRE, Inc. (“**CBRE**”) to serve as their real estate broker in connection with the sale of the Properties (as defined below), effective as of December 2, 2020, in accordance with the terms and conditions set forth in that certain Exclusive Sales Listing Agreement, dated September 3, 2020 (the “**Murray Listing Agreement**”),⁷ a copy of which is attached hereto as **Exhibit B**, and incorporated herein by reference, along with the terms and conditions set forth in that certain Exclusive Sales Listing Agreement, dated November 12, 2020 (the “**Fort Pierce Listing Agreement**” and, together with the Murray Listing Agreement, the “**Listing Agreements**”), a copy of which is attached hereto as **Exhibit C**, and incorporated herein by reference, or as otherwise agreed to by the Debtors (as discussed herein). The Debtors

⁶ Copies of the Proposed Order will be made available on the Debtors' case information website at <http://www.kccllc.net/Briggs>.

⁷ Capitalized terms used herein have the meaning ascribed to them in the respective Listing Agreements. Any description of the terms of the Listing Agreements contained herein is a summary provided for convenience purposes only. In the event of any inconsistency between the summary of terms as set forth herein and the respective Listing Agreement, the Listing Agreement shall control.

respectfully request the Application be heard on shortened notice, to allow for prompt retention of CBRE.

Retention and Qualifications of CBRE

10. CBRE has worked with the Debtors and their advisors to market certain properties of the Debtors since 2017. With respect to the marketing of (i) the property located at 110 Main Street, Murray, Kentucky 42071 and related equipment (the “**Murray Property**”), and (ii) the property located at 3001 Industrial Avenue 2, Fort Pierce, Florida 34946 and related equipment (the “**Fort Pierce Property**” and, together with the Murray Property, the “**Properties**”), the Debtors have chosen CBRE to list the Properties because CBRE is well suited to provide the real estate services the Debtors require.

11. CBRE is a global leader in commercial real estate services and has been included on the Fortune 500 since 2008. CBRE is a known, reputable, and diversified firm with over 100,000 professionals and 530 offices. CBRE has also been named one of Fortune’s “Most Admired Companies” for eight (8) years in a row, including being ranked number one in the real estate sector in 2020 for the second consecutive year. CBRE’s professionals have experience in providing services regarding the review, analysis, restructuring, disposition, and negotiation of real property, both inside and outside of bankruptcy. *See, e.g., LSC Communications, Inc.*, No. 20-10950 (Bankr. S.D.N.Y. Jun. 28, 2020) [Docket No. 511] (authorizing the retention and employment of CBRE as real estate broker and advisor to the debtors); *Gibson Brands, Inc.*, No. 18-11025 (D. Del. Aug. 1, 2018) [Docket No. 605] (authorizing the employment and retention of CBRE as real estate broker); *In re Toys “R” Us Property Company I, LLC*, No. 18-31429 (Bankr. E.D. Va. Sept. 19, 2018) [Docket No. 705] (authorizing the retention and employment of CBRE as real estate broker and advisor to the debtors); *In re Emas Chiyoda Subsea Limited*, No. 17-31146 [Docket No. 316] (authorizing the employment and retention of CBRE as real estate

broker); *In re Capsule Int'l Holdings, LLC*, No. 13-13281 (Bankr. D. Del. May 26, 2015) [Docket No. 958] (authorizing the retention of CBRE as property manager and real estate broker); *In re Old HB, Inc.*, No. 12-22052 (Bankr. S.D.N.Y. Jun. 28, 2013) [Docket No. 2653] (authorizing retention of CBRE as broker for specific property).

12. Members include the Corporate Advisory account team of Bill Bonifas, Matt Cariello, and Kenzie Kiefer out of the Milwaukee, Wisconsin office, along with Doug Butcher and Preston Schilling out of CBRE's Louisville, Kentucky office for the Murray Property disposition and Robert Smith and Kirk Nelson out of CBRE's West Palm Beach, Florida office for the Fort Pierce Property disposition. Collectively, the team is involved in over \$250,000,000 in annual real estate transactions and are uniquely suited to handle the dispositions at hand. The collective team has over one hundred years of combined experience and are considered CBRE's top brokerage professionals in each applicable market. While the Listing Agreements enumerate certain CBRE professionals who will provide services to the Debtors, the Debtors and CBRE have agreed that other CBRE professionals and paraprofessionals will also provide services to the Debtors, as necessary.

13. The Debtors seek to retain CBRE to broker the sale of the Murray Property and the Fort Pierce Property because of the firm's extensive experience and knowledge of the specific real estate markets in which the Properties are located. The employment of CBRE is necessary to ensure that the Properties are marketed to the fullest extent possible so as to maximize their value for the benefit of the Debtors' estates and creditors. The plant located at the Murray Property has closed, and moreover, both Properties are excluded assets in the Purchase Agreement and were not sold pursuant to the Sale Order. Accordingly, on November 9,

2020, the Court entered the De Minimis Sale Order, establishing procedures for the Debtors to sell the Properties (as defined below). De Minimis Sale Order ¶ 1.

14. CBRE's services will not be duplicative of the services performed by any of the other professionals and advisors engaged by the Debtors. CBRE will coordinate with the Debtors and the Debtors' other professionals to avoid any unnecessary duplication efforts among the Debtors' professionals.

Scope of Services

15. As set forth more fully in the Listing Agreements, CBRE shall assist the Debtors in selling the Properties.

16. As set forth in the Listing Agreements, CBRE will provide, among other things, the following services to the Debtors:

- a. create and implement sales strategy for certain properties, including the preparation of appropriate and customary marketing materials;
- b. accept delivery of and present to the Debtors all offers and counteroffers to sell such properties;
- c. assist the Debtors in developing, communicating, negotiating, and presenting offers and counteroffers; and
- d. advise the Debtors and answer any questions related to the process.

17. The Debtors believe that CBRE is qualified to perform all services contemplated by the respective Listing Agreements, and to represent the Debtors' interests in these chapter 11 cases in a cost effective, efficient, and timely manner.

Terms and Professional Compensation

18. Subject to the Bankruptcy Court's approval, the Debtors will compensate CBRE in accordance with the terms and conditions set forth in the Murray Listing Agreement. It is contemplated that CBRE shall be compensated as follows:

- a. Commission – The Debtors shall pay CBRE a sales commission in the amount of six percent (6%) of the gross sales price, upon consummation of a sale of the Murray Property.
- b. Expense Reimbursement – The Debtors shall reimburse CBRE for reasonable, substantiated out-of-pocket marketing expenses approved by the Debtors up to a maximum of ten thousand dollars (\$10,000).

19. Pursuant to the Murray Listing Agreement, all reimbursable marketing expenses for goods or services provided by third parties will be billed and payable without markup by CBRE and with respect to reimbursable expenses incurred by CBRE directly, will represent the actual out-of-pocket expense to CBRE for providing such goods or services.

20. Subject to the Bankruptcy Court's approval, the Debtors will compensate CBRE in accordance with the terms and conditions set forth in the Fort Pierce Listing Agreement. It is contemplated that CBRE shall be compensated as follows:

- a. Commission – The Debtors shall pay CBRE a sales commission in the amount of six percent (6%) of the gross sales price, upon consummation of a sale of the Fort Pierce Property.

21. Subject to the Bankruptcy Court's approval, CBRE's fees shall be earned if any of the following occur:⁸

- a. upon the execution and full delivery of all necessary documents for consummating the sale transaction during the applicable term;

⁸ For the avoidance of doubt, the vesting of the Properties in (i) the Debtors or (ii) any successor to the Debtors, by merger, consolidation or otherwise, pursuant to and under the Debtors' chapter 11 plan on or after the effective date of the plan in the chapter 11 cases, shall not be considered a sale of the Property for any purpose under the applicable Listing Agreement.

- b. during the term the Debtors enter into an agreement to sell the Fort Pierce Property to a purchaser, which subsequently closes, including after the term; or
- c. within 120 days following the expiration or termination of the Listing Agreements (the “**Tail Period**”), a Property is sold to a prospective buyer who (i) negotiated directly with CBRE during the applicable term period or (ii) CBRE had received a written offer to purchase from such prospective buyer during the applicable term period, then in that event, CBRE shall be entitled to a commission (together, the “**Existing Prospects**”). Notwithstanding the fact that the applicable Listing Agreement has expired or been terminated, CBRE is entitled to continue negotiations with Existing Prospects until the relevant Properties are sold, but will not be entitled to a commission for any sale that closes more than 180 days after the expiration of the applicable Listing Agreement.

22. To date, CBRE has not been paid any commission or other fees and expenses in connection with the sale of the Properties.

23. The Debtors submit that the compensation structures described above and as set forth in the Listing Agreements are comparable to compensation generally charged by real estate brokers of similar stature to CBRE for comparable engagements, both in and out of bankruptcy. The Debtors have been advised that the compensation structure is also consistent with CBRE’s normal and customary billing practices for the complexity required by the level and scope of services to be provided in this case.

Basis for Relief

24. The Debtors seek approval of the Listing Agreements, including their commission structure, and to retain and employ CBRE as their real estate broker pursuant to section 327(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code provides that the debtor in possession “may employ one or more attorneys, accountants, appraisers, auctioneers, and other professional persons, that do not hold or represent an interest adverse to the estate, and

that are disinterested persons, to represent or assist” the debtor in possession in carrying out its duties. 11 U.S.C. § 327(a).

25. Furthermore, section 328(a) provides, in relevant part, that a debtor, “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). Accordingly, section 328 of the Bankruptcy Code permits the compensation of professionals, including real estate brokers, on more flexible terms that reflect the nature of their services and market conditions. *See Payless Holdings LLC*, No. 19-40883 (KSS) (Bankr. E.D. Mo. Mar. 21, 2019) [Docket No. 628] (authorizing the retention and employment, including the fee structure, of real estate advisor for Debtors sale of certain properties).

26. Numerous courts have recognized that Congress intended section 328(a) to enable a debtor to retain professionals pursuant to specific fee arrangements to be determined at the time of the court’s approval of the retention, subject to review if the terms are found to be improvident in light of “developments not capable of being anticipated at the time of the fixing of such terms and conditions.” *See Donaldson, Lufkin & Jenrette Sec. Corp. v. Nat’l Gypsum Co. (In re Nat’l Gypsum Co.)*, 123 F.3d 861, 862–63 (5th Cir. 1997); *Henry A. Leonard & Co. v. United States Trustee (In re River Foal, Inc.)*, 161 B.R. 568, 569 (Bankr. S.D.N.Y. 1993). The Debtors submit that the fee structures set forth in the Listing Agreements are reasonable under section 328(a) of the Bankruptcy Code in light of the (i) nature and scope of services to be provided by CBRE, (ii) industry practice with respect to the fee structure proposed by CBRE, (iii) market rates charged for comparable services both in and out of chapter 11, and (iv) CBRE’s substantial experience with respect to real estate issues. *See Payless Holdings LLC*, No. 19-

40883 (KSS) (Bankr. E.D. Mo. Mar. 21, 2019) [Docket No. 628] (authorizing the retention and employment, including the fee structure, of real estate advisor for Debtors sale of certain properties). Additionally, the terms of the Listing Agreements were negotiated in good faith and at arm's-length between the Debtors and CBRE and reflect the Debtors' evaluation of the value and expertise of the work to be performed by CBRE.

27. Bankruptcy Rule 2014 requires that an application for retention include "specific facts showing the necessity for the employment, the name of the firm to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and to the best of the applicant's knowledge, all of the firm's connections with the debtor, creditors, and any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee." Fed. R. Bankr. P. 2014. This Application, the *Declaration of Christopher Zube* In Support of Application of Debtors for Order Authorizing the Retention and Employment of CBRE, Inc. as Real Estate Broker for the Debtors (the "**Zube Declaration**"), attached hereto as **Exhibit A**, and the Listing Agreements set forth the information required under Bankruptcy Rule 2014.

Fee Application

28. The Debtors respectfully submit that because CBRE's compensation is result-oriented and directly related to benefits received by the Debtors' estates as a result of consummating a transaction, requiring CBRE to file detailed time records and periodic fee applications in accordance with sections 330 and 331 of the Bankruptcy Code and in compliance with Bankruptcy Rule 2016, is unnecessary under the circumstances.

29. As set forth herein, CBRE is being retained under section 328(a) of the Bankruptcy Code and will be employed by the Debtors to perform a specialized and discrete task and accordingly, will not be compensated based upon time and effort expended. Instead, CBRE

will be compensated based on a percentage of the proceeds of each transaction. Requiring CBRE to record and submit detailed time entries in light of the transactional nature of the services to be rendered by CBRE herein and the flat fee, percentage-based fee structure proposed under the Listing Agreements would be unduly burdensome to CBRE. The Debtors further acknowledge and agree that the ultimate benefit to the Debtors from CBRE's services likely could not be measured merely by reference to the number of hours to be expended by the CBRE professionals in the performance of such services. Accordingly, the Debtors request that CBRE be relieved of the requirement to maintain detailed time records.

30. As will be set forth in the Zubel Declaration, it is standard practice in CBRE's industry for professionals providing services relating to marketing properties to be compensated on a flat fee percentage basis, rather than on an incremental basis, for such services. CBRE has informed the Debtors that it is not their practice to keep detailed time records similar to those customarily kept by attorneys and other professionals who are compensated on an hourly basis.

31. The Debtors propose that for all fees and expenses incurred in connection with selling the Properties, CBRE shall file fee applications for monthly, interim, and final compensation and reimbursement of expenses, as necessary, pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court; provided, however, that CBRE and its professionals shall be excused from the requirement to maintain or provide detailed time records for the services provided to the Debtors and CBRE shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code. The U.S. Trustee, however, shall have the right to object to CBRE's request for compensation and reimbursement based on the

reasonableness standard provided in section 330 of the Bankruptcy Code, and not section 328(a) of the Bankruptcy Code.

32. The Debtors' believe that the applications submitted in the manner set forth herein will provide the Bankruptcy Court and other parties in interest with sufficient information to monitor the amount and type of service rendered by CBRE and is necessary and in the best interests of the Debtors, their creditors, and their estates.

Disinterestedness

33. As noted above, Bankruptcy Code Section 327(a) requires that the professional person proposed to be retained "does not hold or represent an interest adverse to the debtor or to the estate." 11 U.S.C. § 327(a). Section 101(14) of the Bankruptcy Code defines a "disinterested person" as a person that: (i) is not a creditor, an equity security holder, or an insider; (ii) is not and was not, within two years before the date of the filing of the petition, a director, officer, or employee of the debtor; and (iii) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason. 11 U.S.C. § 101(14).

34. As disclosed in the Zubel Declaration, CBRE was retained as an appraiser for KPS Capital Partners ("KPS"), an affiliate of the Purchaser, in connection with the Purchase Agreement. Since the Sale Closing, CBRE has not performed services for KPS related to the chapter 11 cases.

35. To the best of the Debtors' knowledge and belief and except to the extent disclosed herein and in the Zubel Declaration, CBRE: (i) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by Bankruptcy Code section

327(a), and (ii) does not hold or represent any interest materially adverse to the Debtors or their estates.

36. CBRE is not owed any amounts by the Debtors as of the Petition Date and does not hold a claim against the Debtors' estates. To the extent CBRE discovers any material facts bearing on the matters described herein, during the period of CBRE's retention, CBRE has undertaken to amend and supplement the information contained in this Application and the Zubei Declaration to disclose such facts.⁹

37. The Debtors have also been advised that CBRE has not shared or agreed to share any of its compensation from the Debtors with any other persons or firm, other than principals and employees of CBRE, as permitted by section 504 of the Bankruptcy Code.

Notice

38. Notice of this Application will be provided to (i) the Office of the United States Trustee for the Eastern District of Missouri (Attn: Sirena Wilson, Esq.); (ii) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (iii) Latham & Watkins LLP (Attn: Peter P. Knight, Esq. and Jonathan C. Gordon, Esq.), as counsel to JPMorgan Chase Bank, N.A., as the administrative agent and collateral agent under the ABL Credit Facility and DIP Facility; (iv) Pryor Cashman LLP (Attn: Seth H. Lieberman, Esq. and David W. Smith, Esq.), as counsel to Wilmington Trust, N.A., as successor indenture trustee under the Unsecured Notes; (v) the United States Attorney's Office for the Eastern District of Missouri; (vi) Brown Rudnick LLP (Attn: Oksana P. Lashko, Esq.), as counsel to the Creditors' Committee; (vii) any other party that has requested notice pursuant to Bankruptcy Rule 2002; and (viii) any other party entitled to notice pursuant to Local Rule 9013-3(E) (collectively, the

⁹ On or about November 23, 2020, the Debtors provided CBRE a supplemental list of parties in interest (the "**Supplemental List**"). CBRE is in the process of reviewing the Supplemental List, and will provide a supplement to this Declaration upon completing its review of the Supplemental List.

“**Notice Parties**”). Notice of this Application and any order entered hereon will be served in accordance with Local Rule 9013-3(E)(1).

No Previous Request

39. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, granting the relief requested in this Application and such other and further relief as may be just and proper.

Dated: December 2, 2020
Delafield, Wisconsin

Respectfully submitted,

BRIGGS & STRATTON CORPORATION for
itself and on behalf of each of its affiliated Debtors
and Debtors in Possession

/s/ Kathryn M. Buono

Kathryn M. Buono
Vice President and Secretary