



**Dividend
Reinvestment Plan
for Shareholders of
Briggs & Stratton
Corporation**

CUSIP # 109043 10 9

Administered by:

Wells Fargo Shareowner Services

Have your Briggs & Stratton Corporation (the "Corporation") dividends automatically reinvested in additional common stock through the Dividend Reinvestment Plan (the "Plan"). Administered by Wells Fargo Shareowner Services, a division of Wells Fargo Bank, N.A. (the "Plan Administrator,") this service is an easy, practical way to build your common stockholdings.

BENEFITS OF THE PLAN

- ◆ Your dividends are paid directly to your Plan account.
- ◆ You may view your account information and perform certain transactions online.
- ◆ You may receive account information and perform certain transactions via telephone.
- ◆ Every penny goes to work for you, buying full and fractional shares (computed up to three decimal places) of the Corporation common stock. You pay no brokerage fees or service charges.
- ◆ You may send additional funds, if you wish (minimum of \$25 and \$5,000 maximum per quarter) to buy more common stock.
- ◆ You may have funds automatically withdrawn from your checking or savings account each month and invested in your Plan account.
- ◆ You may send your stock certificate(s) to the Plan Administrator for safekeeping, if you wish.
- ◆ The Plan Administrator keeps detailed records of your account and will mail you a statement after each transaction. This will be at least quarterly for the dividend purchases. The statements will reflect how much stock is bought and how many shares you own.
- ◆ You may join or withdraw from the Plan at any time.

WHO IS ELIGIBLE

Any registered owner of the Corporation common stock is eligible to participate in the Plan. However, regulations in certain countries may limit or prohibit participation in this type of Plan. Accordingly, persons residing outside the United States who wish to participate in the Plan should first determine whether they are subject to any governmental regulation prohibiting their participation.

WHAT IS DIRECT REGISTRATION

The Corporation is a participant in the Direct Registration System (DRS). DRS is a method of recording shares of stock in book-entry form. Book-entry means that your shares are registered in your name on the books of the Corporation without the need for physical certificates and are held separately from any Plan shares you may own. Shares held in book-entry have all the traditional rights and privileges as shares held in certificate form. With DRS you can:

- ◆ Eliminate the risk and cost of storing certificates in a secure place
- ◆ Eliminate the cost associated with replacing lost, stolen, or destroyed certificates
- ◆ Move shares electronically to your broker

Any future share transactions will be issued to book-entry form rather than physical certificates unless otherwise specified by the requester. You may convert any stock certificate(s) you are currently holding into book-entry form. Send the stock certificate(s) to Wells Fargo Shareowner Services with a request to deposit them to your DRS account. There is no cost to you for this custodial service and by doing so; you will be relieved of the responsibility for loss or theft of your certificate(s). Your certificate(s) should not be endorsed, and we recommend sending your certificate registered insured mail for 2% of the current market value.

Electronic Share Movement

You may choose to have a portion or all of your full book-entry shares delivered directly to your broker by contacting your broker. When using your broker to facilitate a share movement, provide them with a copy of your DRS account statement.

INTERNET PRIVILEGES

You may access your account information and perform transactions on the internet.

For shareholders of record, to activate your account and establish a Username and Password, you will need your 10-digit Wells Fargo Shareowner Services account number (which is listed on your account statement), your Social Security number, your email address, and the company name you own shares in, Briggs & Stratton Corporation.

Instructions to access your account online are as follows:

Go to www.shareowneronline.com and click “First Time Visitor Sign On,” then click “Continue.” Next, simply follow the instructions found on the “First Time Visitor New Member Registration” page.

Once you have successfully signed up, you will be able to access your account information immediately. You will receive written confirmation by mail that your account has been activated for online access.

Once you have activated your account online, you can also:

- ◆ Authorize, change or stop your Automatic Cash Withdrawal and Investment Service
- ◆ Sell some or all of your Plan shares if the current market value of the shares to be sold is \$25,000 or less

Certain restrictions may apply.

TELEPHONE TRANSACTIONS

If you already participate in the Plan and want to establish telephone privileges for your account, please call Wells Fargo Shareowner Services (see “Questions About the Plan”).

You may establish telephone privileges for your Plan account, enabling you to execute certain Plan orders by phone as follows:

- ◆ Sell a portion or all of your Plan shares if the current market value of the shares to be sold is \$25,000 or less
- ◆ Request a certificate for a portion or all of your full Plan shares if the current market value of shares to be issued is \$50,000 or less

Certain restrictions may apply.

HOW DOES THE PLAN WORK

The Plan Administrator purchases shares on the open market. The price of the shares acquired for your account is the weighted average price of all shares purchased by the Plan Administrator for all participants with participants’ dividends and/or optional cash investments.

INVESTMENT OPTIONS

The payment of dividends is at the discretion of the Corporation's Board of Directors and will depend upon future earnings, the financial condition of the Corporation, and other factors. The Board of Directors may change the amount and timing of dividends at any time without notice.

Full Dividend Reinvestment

Upon enrollment in the Plan, the Plan Administrator will receive on your behalf dividends on all of your shares held in physical certificate form registered in your name including book-entry (DRS) on the records of the Corporation and on all additional full or fractional shares held in your Plan account. The Plan Administrator will use these dividends to purchase additional shares and credit them to your Plan account at no cost to you for brokerage commission or service charges. In addition to any full shares your dividends may purchase, you will be credited with fractional shares for any balance amounting to less than the price of a full share. Further dividends will then be paid on the basis of your cumulative holdings of both full and fractional shares, thereby compounding your investment. Upon enrollment, you also have the option of sending the Plan Administrator additional cash payments (see "Optional Cash Investments").

FRACTIONAL SHARES

If your dividend, optional cash investment, or combinations of both are not sufficient to buy a full share, the Plan Administrator will credit you with a fractional share computed to three decimals.

OPTIONAL CASH INVESTMENTS

You have the option of sending the Plan Administrator additional cash payments, ranging from \$25 to \$5,000, which will be used to purchase additional shares for you. You may make these optional cash investments at any time, either monthly or at random, by check or automatic withdrawal from your checking or savings account. In no instance may a single quarter's optional cash investment exceed \$5,000. You may request a refund of your entire optional cash investment, provided your written notice is received by the Plan Administrator at least 2 business days before such amount is to be invested. You are under no

obligation to make optional cash investments. Funds awaiting investment do not earn interest.

To participate in the Optional Cash Investments feature, you may either send a check payable to Shareowner Services along with the authorization form or with the tear-off portion of the Plan account statement you will receive after your initial dividend has been invested. Checks must be in U.S. funds and drawn on a U.S. bank.

AUTOMATIC CASH WITHDRAWAL AND INVESTMENT SERVICE

You may elect to make optional cash investments, paid by electronic funds transfer and withdrawn automatically from your pre-designated bank account. To make optional cash investments by automatic deduction, you may go online (see “Internet Privileges”) or complete and sign an Automatic Cash Withdrawal and Investment form, available from the Plan Administrator, and return the form to Wells Fargo Shareowner Services. Forms are processed and become effective as promptly as practicable. Once the automatic monthly deduction option is initiated, funds will be drawn from your designated bank account on or about 15th of each month, and will be invested in the Corporation’s common stock on the Cash Investment Date. You do not receive any confirmation of the transfer of funds other than as reflected in your Plan account statement and in your bank account statement.

You may change the designated account for automatic deduction by going online (see “Internet Privileges”) or sending written instruction to the Plan Administrator. You can stop the Automatic Cash Withdrawal and Investment Service by going online (see “Internet Privileges”), calling (see “Telephone Transactions”) or writing the Plan Administrator at the address shown in this brochure. To be effective with respect to a particular investment date, your request to enroll in, change, or terminate the Automatic Cash Withdrawal and Investment Service must be received by the Plan Administrator at least 15 business days prior to the investment date. You are under no obligation to make optional cash investments. Funds awaiting investment do not earn interest.

TIMING OF INVESTMENTS

Dividend Reinvestments. Dividends are reinvested on the dividend payable date, or if the dividend payment date is not a business day the next business day. Dividend payment dates are usually the 1st of January, April, July, and October.

Optional Cash Investments. Optional cash investments are invested either (i) on 1st day of each month in which no dividend is payable, or if the 1st is not a business day the next business day; or (ii) on the dividend payment date in months in which a dividend is paid (the “Cash Investment Date”). The Plan Administrator will apply any optional cash investments received from you before a Cash Investment Date to the purchase of shares for your account on the Cash Investment Date. The Plan Administrator will not pay interest on optional cash investments held, pending investment, and therefore it is recommended that you submit these shortly before, but no later than one business day before, the Cash Investment Date.

DEPOSIT OF STOCK CERTIFICATES

If you are enrolled in the Plan, you may also send your certificate(s) of the Corporation common stock to the Plan Administrator for safekeeping. Because you bear the risk of loss in sending your stock certificate(s) to the Plan Administrator, it is recommended that your certificate(s) be sent registered insured mail for 2% of the current market value and request a return receipt. Do NOT endorse your certificate(s). Whenever certificates are issued to you either upon your request or upon termination of your participation, new, differently numbered certificates are issued. Dividends will be reinvested on all shares represented by any certificates deposited with the Plan Administrator.

ISSUANCE OF SHARES

The Plan Administrator will hold your additional shares until you choose to terminate your participation in the Plan. This convenience provides added protection against loss, theft or inadvertent destruction of stock certificates. However, upon your written request, the Plan Administrator will issue certificates to you for all or part of your full shares. Fractional shares will not be issued under any circumstance.

WITHDRAWAL FROM THE PLAN

You may terminate your participation in the Plan at any time by written notice to the Plan Administrator. If your request to terminate from the Plan is received on or after a dividend record date, but before the dividend payment date, your termination will be processed as soon as practicable, and a separate dividend check will be mailed to you. Future dividends will be paid in cash, unless you rejoin the Plan. The Plan Administrator will then convert your full Plan shares to book-entry (DRS) or issue you a certificate for all full shares held in your account. Alternatively, you may instruct the Plan Administrator to sell your full shares and to send you the proceeds, less any brokerage commissions, service charges and other costs of sale. In either case, fractional shares will be converted to cash at the then current market price, less any brokerage commission and service charge. If applicable, a check for the net proceeds will be sent to you. Sales of shares by the Plan Administrator are made as soon as practicable after the receipt of your written request. If submitting a request to sell all or part of your Plan shares, and you are requesting net proceeds to be automatically deposited to a U.S. bank checking or savings account, you must provide a voided blank check for a checking account or blank savings deposit slip for a savings account. If you are unable to provide a voided check or deposit slip, your written request must have your signature(s) medallion guaranteed by an eligible financial institution for direct deposit. Requests for automatic deposit of sale proceeds that do not provide the required documentation will not be processed and a check for the net proceeds will be issued.

REGULAR STATEMENTS

You will receive a detailed statement of your account after each purchase of shares with your dividends and/or optional cash investments, which helps you maintain your personal records. These statements should be retained for calculating the cost basis of your shares.

TO JOIN THE PLAN

Go online or complete and sign the enclosed authorization card and mail it to the Plan Administrator in the enclosed envelope. Your participation will begin with the next dividend payment, unless the Plan Administrator does not receive your completed

authorization card until after the dividend “record date.” In that case, your account will open with the following dividend.

INCOME TAX INFORMATION

Reinvested dividends are subject to income taxes, the same as if you had received them in cash. In addition, the Internal Revenue Service has ruled that the brokerage commissions the Corporation pays for you under the Plan are also taxable as dividend income. Wells Fargo Shareowner Services will send you a Form 1099 showing the Corporation dividends credited to your account, as well as the applicable fees and commissions paid for you. Keep this statement with your tax records. You should consult your personal tax advisor concerning proper tax treatment of these amounts, as interpretation may differ, and laws, regulations and rulings may change over time.

QUESTIONS ABOUT THE PLAN

Questions about the Plan, Plan Requests and Optional Cash Investments should be mailed to:

Wells Fargo Shareowner Services
P.O. Box 64856
St. Paul, MN 55164-0856

Certified/Overnight Mail:

Wells Fargo Shareowner Services
161 North Concord Exchange
South St. Paul, MN 55075-1139

General Information:

Fax: 651-450-4085

Telephone: 1-800-468-9716

Telephone: 651-450-4064 (outside the United States) An automated voice response system is available 24 hours a day, 7 days a week.

Customer Service Representatives are available from 7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday

Internet:

For General Inquiries:

www.wellsfargo.com/shareownerservices

For Account Information:

www.shareowneronline.com

TERMS AND CONDITIONS

The following pages contain additional Plan information. Please read them carefully and keep this brochure with your Briggs & Stratton Corporation stock materials.

TERMS AND CONDITIONS

Terms and Conditions of Authorization for Dividend Reinvestment Plan

- ◆ As the Plan Administrator, Wells Fargo Shareowner Services, a division of Wells Fargo Bank, N.A., (the “Plan Administrator”) will apply all dividends on the shares of Briggs & Stratton Corporation (the “Corporation”) common stock held by the participant, all optional cash investments, or a combination of both, and dividends on any full or fractional shares acquired under the Dividend Reinvestment Plan (the “Plan”), to the purchase of additional shares of common stock for the participant’s account. Such purchases may be made on any securities exchange where such shares are traded, in the over-the-counter market or in negotiated transactions, and may be on such terms as to price, delivery and otherwise as the Plan Administrator may determine.
- ◆ The participant may make optional cash investments (minimum of \$25 and \$5,000 maximum per quarter in U.S. funds) to the Plan Administrator, accompanied by either the signed authorization card or optional cash election form attached to the Plan statement. In making purchases for the participant’s account, the Plan Administrator may commingle the participant’s funds with those of other participants of the Corporation common stock participating in the Plan. In the case of each purchase, the price at which the Plan Administrator shall be deemed to have acquired shares for the participant’s account shall be the weighted average price of all shares purchased by it. The Plan Administrator may hold the shares of all participants together in its name or in the name of the nominee. The Plan Administrator shall have no responsibility as to the value of the Corporation common stock acquired for the participant’s account. Dividends will be invested by the Plan Administrator no later than 30 days after receipt, and optional cash investments will be invested on or about the 1st day of each month, if the 1st is not a business day the next business day after the 1st, provided the aggregate funds are

sufficient to purchase at least 100 shares, except where deferment is necessary to comply with Regulation M under the Securities Exchange Act of 1934 or other applicable provisions of securities law. It is understood that, in any event, the Plan Administrator shall have no liability in connection with any inability to purchase shares or the timing of any purchases. Participants' funds held by the Plan Administrator will not bear interest. Participants may request a refund of their entire optional cash investment by written notice received by the Plan Administrator not less than two business days before such amount is to be invested. Checks must be in U.S. funds and drawn on a U.S. bank. Third party checks are not accepted.

- ◆ If any optional cash investment, including payments by check or automatic withdrawal, is returned for any reason, the Plan Administrator will remove from the participant's account any shares purchased upon prior credit of such funds, and will sell these shares. The Plan Administrator may sell other shares in the account to recover a returned funds fee for each optional cash investment returned unpaid for any reason and may sell additional shares as necessary to cover any market loss incurred by the Plan Administrator. Following each purchase, the Plan Administrator will send to each participant whose funds have been applied to such purchase a statement of year to date transactions in the account since the last purchase, including the current shares in the account.
- ◆ During the period that an optional cash investment is pending, the collected funds in the possession of the Plan Administrator may be invested in certain Permitted Investments. For purposes of this Plan, "Permitted Investments" shall mean any money market mutual funds registered under the Investment Company Act (including those of an affiliate of the Plan Administrator or for which the Plan Administrator or any of its affiliates provides management advisory or other services) consisting entirely of (i) direct obligations of the United States of America; or (ii) obligations fully guaranteed by the United States of America.

The risk of any loss from such Permitted Investments shall be the responsibility of the Plan Administrator. Investment income from such Permitted Investments shall be retained by the Plan Administrator.

- ◆ Participants may elect to deposit their original certificate(s) into the Plan account for safekeeping by sending the certificate(s) to the Plan Administrator together with instructions to deposit the certificate(s) into the Plan. The transaction will appear on the statement for that period, and shares will be held by the Plan Administrator in its name or nominee name. These shares will be held in the Plan account until such time as the participant requests a certificate, sale or termination from the Plan. Because participants bear the risk of loss in sending stock certificates, it is recommended that the participant sends them registered, insured for at least 2% of the current market value and request a return receipt. Do NOT endorse your certificates. Participants should note that a cost basis record for deposited shares can not be provided by the Plan Administrator. A record of purchase prices should be retained by the participant.
- ◆ No certificates will be issued to a participant for shares in the participant's account unless requested of the Plan Administrator in writing. No certificate for a fractional share will be issued.
- ◆ It is understood that the reinvestment of dividends does not relieve the participant of any income tax that may be payable on such dividends. The Plan Administrator will report to all participants the amount of dividends credited to their accounts.
- ◆ The Plan Administrator will vote all shares held in the participant's account in the same way in which the participant votes shares of the Corporation standing of record in the participant's name by regular proxy returned by participants to the Corporation, or, if the Plan Administrator sends to the participant a separate proxy covering the shares credited to the participant's dividend reinvestment account, then such shares will be voted as designated in such separate proxy. In the

event the participant does not direct the voting of shares by either such regular or separate proxy, the shares credited to participant's Plan account will not be voted.

- ◆ Except as otherwise expressly provided herein, participants may not sell, pledge, hypothecate or otherwise assign or transfer to the participant's account any interest therein or any cash or shares credited to the participant's account. No attempt at any such sale, pledge, hypothecation or other assignment or transfer shall be effective. Nothing herein shall affect a shareholder's rights in respect to shares for which certificates have been received.
- ◆ A participant may terminate the account at any time by writing to the Plan Administrator. If the participant's request to terminate from the Plan is received on or after a dividend record date, but before the dividend payment date, the participant's termination will be processed as soon as practicable, and a separate dividend check will be mailed to the participant. Future dividends will be paid in cash, unless the participant rejoins the Plan. In addition, if a participant sends notice of termination or a request to sell to the Plan Administrator between the record date and payable date of a stock distribution, the request will be held until the stock distribution is credited to the participant's account. The Plan Administrator may terminate the account at any time by notice in writing mailed to the participant. A participant requesting termination may elect to receive either stock or cash for a portion or all full shares in the account. If cash is elected, the Plan Administrator will sell such shares at the current market value and will send the proceeds to the participant, after deducting brokerage commissions and service charges. If no election is made in the request for termination, full Plan shares will be converted to book-entry (DRS). In either case, the participant will receive a check, less brokerage commissions and service charges, at the current market value in lieu of any fractional interest in a share.
- ◆ If a participant submits a request to sell all or part of their Plan shares, and the participant

requests net proceeds to be automatically deposited to a U.S. bank checking or savings account, the participant must provide a voided blank check for a checking account or blank savings deposit slip for a savings account. If the participant is unable to provide a voided check or deposit slip, the participant's written request must have the participant's signature(s) medallion guaranteed by an eligible financial institution for direct deposit. Requests for automatic deposit of sale proceeds that do not provide the required documentation will not be processed and a check for the net proceeds will be issued.

- ◆ The Plan Administrator will make every effort to process a participant's sale request on the next business day following receipt of the properly completed request (sale requests involving multiple transactions may experience a delay). The Plan Administrator shall not be liable for any claim arising out of failure to sell stock on a certain date or at a specific price. This risk should be evaluated by the participant and is a risk that is borne solely by the participant.
- ◆ If a participant requests to transfer all shares in their Plan account between a dividend record date and payable date, the participant's transfer request will be processed; however, the participant's Plan account will not be terminated. The participant may receive additional dividend reinvestment shares which will require the participant to submit a written request to transfer the additional shares.
- ◆ It is understood that any stock dividends or stock splits distributed by the Corporation on shares held by the Plan Administrator for the participant will be credited to the participant's account. If a participant sends notice of termination or a request to sell to the Plan Administrator between the record date and the payable date for a stock distribution, the request will not be processed until the stock distribution is credited to the participant's account.
- ◆ In the event that the Corporation makes available to its shareholders rights to purchase additional shares or other securities, the Plan Administrator will sell such rights accruing to

shares held by the Plan Administrator for the participant and will combine the resultant funds with the next regular dividend or optional cash investment for reinvestment at that time. If a participant desires to exercise such rights, the participant should request that full shares be issued in book-entry (DRS) or certificated.

- ◆ The Plan Administrator, its nominee and the Corporation shall have no responsibility beyond the exercise of ordinary care for any action taken or omitted pursuant to the Plan, nor shall they have any duties, responsibilities or liabilities except such as are expressly set forth herein.
- ◆ In administering the Plan, neither the Corporation, the Plan Administrator nor any Independent Agent selected by the Plan Administrator shall be liable for any good faith act or omission to act, including but not limited to any claim of liability (i) arising out of the failure to terminate a participant's account upon such participant's death prior to receipt of a notice in writing of such death, (ii) with respect to the prices or times at which shares are purchased or sold, or (iii) as to the value of the shares acquired for participants. Selling participants should be aware that the share price of the Corporation's common stock may fall or rise during the period between a request for sale, its receipt by the Plan Administrator, and the ultimate sale in the open market. Participants should evaluate these possibilities while deciding whether and when to sell any shares through the Plan. The price risk will be borne solely by the participant.
- ◆ The Plan Administrator is acting solely as agent of the Corporation and owes no duties, fiduciary or otherwise, to any other person by reason of this Plan, and no implied duties, fiduciary or otherwise, shall be read into this Plan. The Plan Administrator undertakes to perform such duties and only such duties as are expressly set forth herein, to be performed by it, and no implied covenants or obligations shall be read into this Plan against the Plan Administrator or the Corporation.
- ◆ In the absence of negligence or willful misconduct on its part, the Plan Administrator,

whether acting directly or through agents or attorneys, shall not be liable for any action taken, suffered, or omitted or for any error of judgment made by it in the performance of its duties hereunder. In no event shall the Plan Administrator be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profit), even if the Plan Administrator has been advised of the likelihood of such loss or damage and regardless of the form of action.

- ◆ The Plan Administrator shall: (i) not be required to and shall make no representations and have no responsibilities as to the validity, accuracy, value or genuineness of any signatures or endorsements, other than its own; and (ii) not be obligated to take any legal action hereunder that might, in its judgment, involve any expense or liability, unless it has been furnished with reasonable indemnity.
- ◆ The Plan Administrator shall not be responsible or liable for any failure or delay in the performance of its obligations under this Plan arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities; computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental actions; it being understood that the Plan Administrator shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.
- ◆ The Plan Administrator is authorized to choose a broker, including an affiliated broker, at its sole discretion to facilitate purchases and sales of the Corporation common stock by Plan participants. The Plan Administrator will furnish the name of the registered broker, including any affiliated broker, utilized in share transactions within a reasonable time upon written request from the participant.

- ◆ The Corporation and the Plan Administrator may agree from time to time to amendments and modifications of the Plan.
- ◆ Any notice, instruction, request, election or direction that is required or permitted under the Plan shall become effective when received by the Plan Administrator. Such notice, instruction, request, election or direction shall be mailed to the address set forth in this brochure.
- ◆ Your participation in the Plan will be terminated if you do not have at least one full share registered in your name or in your Plan account.
- ◆ The terms and conditions of the Plan and the Authorization Card shall be governed by the laws of the State of Minnesota.

FEE DISCLOSURE TABLE

Transaction or Plan Service Fees

Certificate Deposit	Company paid
Certificate Issuance	Company paid

Investment Fees

dividend reinvestment service fee	Company paid
optional cash investment service fee	Company paid
automatic withdrawal service fee	Company paid
purchase commission	Company paid

Sale Fees

service fee	\$15.00 per transaction
sale commission	\$0.10 per share

direct deposit of Net Sale Proceeds	\$5.00 per transaction
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Fee for Returned Checks or Rejected Automatic Bank Withdrawals

\$25.00 per item

Prior Year Duplicate Statements

\$15.00 per year

