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Attorneys for Banc of America Securities LLC
190 South LaSalle Street
Chicago, Illinois 60603
(312) 701-7275

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re :
: Chapter 11 Case Nos.
: AI REALTY MARKETING OF NEW YORK, :
: INC., LASER ACQUISITION CORP., DDG I, : 01-40252 (AJG) through
: INC., SUNBEAM AMERICAS HOLDINGS, : 01-40290
: LTD, et al., :
: (Jointly Administered)
Debtors. :
----- X

**FINAL APPLICATION OF BANC OF AMERICA SECURITIES LLC
AS FINANCIAL ADVISOR TO THE DEBTORS FOR
REIMBURSEMENT OF EXPENSES (INCLUDING LEGAL FEES)**

NAME OF APPLICANT: Bank of America Securities LLC
ROLE IN CASE: Financial Advisor to Sunbeam Products, Inc. and Sunbeam
Latin America, LLC (Proposed Sale of Clipper Business)
DATE OF RETENTION: June 8, 2001 (Nunc Pro Tunc to March 23, 2001)
COMPENSATION SOUGHT: N/A
EXPENSE REIMBURSEMENT SOUGHT: \$49,109.05¹
PRIOR APPLICATIONS: N/A

¹ Includes \$35,332.50 in fees (for a blended hourly rate of \$390.85) (including paraprofessionals) and of \$401.93 (excluding paraprofessionals) and \$1,919.55 in expenses owing to Applicant's counsel, Mayer, Brown, Rowe & Maw, in connection with the engagement.

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UNITED STATES BANKRUPTCY COURT
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In re	: Chapter 11 Case Nos.
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INC., LASER ACQUISITION CORP., DDG I,	: 01-40290
INC., SUNBEAM AMERICAS HOLDINGS,	:
LTD, <u>et al.</u> ,	: (Jointly Administered)
Debtors.	:
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**FINAL APPLICATION OF BANC OF AMERICA SECURITIES LLC
AS FINANCIAL ADVISOR TO THE DEBTORS FOR
REIMBURSEMENT OF EXPENSES (INCLUDING LEGAL FEES)**

TO THE HONORABLE ARTHUR J. GONZALEZ
UNITED STATES BANKRUPTCY JUDGE:

By this Final Application for Reimbursement of Expenses (this "Application") for expenses incurred over the duration of these cases, Banc of America Securities LLC ("BAS"), as financial advisor to Sunbeam Products, Inc. (Sunbeam Products"), and Sunbeam Latin America, LLC (together with Sunbeam Products, the "Debtors"), respectfully represents:

Jurisdiction

1. This 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 this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

2. BAS requests the entry of an order (in form substantially similar to Exhibit G hereto) pursuant to Section 330 of the Bankruptcy Code and Rule 2016 of the Federal Rules of Bankruptcy Procedure allowing for and approving the reimbursement by the Debtors of \$49,109.05 in out-of-pocket expenses, including \$37,252.05 in legal fees and expenses, incurred by BAS in its capacity as financial advisor and investment banker to the Debtors with respect to the proposed sale of the Debtors' professional clippers business unit in these cases.

Background

3. On February 6, 2001 (the "Commencement Date"), the Debtors and substantially all of their direct and indirect domestic operating subsidiaries commenced cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. A hearing on confirmation of the Debtors' reorganization plan has recently been adjourned to November 4, 2002.

Retention of BAS

4. Even prior to their bankruptcy, the Debtors announced their intention to sell their professional clippers business unit. This business unit manufactures and markets professional barber, beauty and animal grooming products under the Oster® brand name (the business unit hereinafter called "OsterPro"). On May 21, 2001, the Debtors applied for authorization from this Court to retain and employ BAS as a financial advisor/investment banker with respect to the sale of OsterPro. That retention application is attached as Exhibit A hereto and requests authority to hire BAS on a nunc pro tunc basis effective as of March 23, 2001 (the "Retention Date"). Attached to the retention application as Exhibit A thereto is that certain amended and restated

letter agreement dated May 11, 2001 (the "Engagement Letter"). The Engagement Letter is separately attached as Exhibit B hereto.

5. On June 8, 2001 this Court entered an order (the "Retention Order") authorizing the Debtors to retain BAS under the terms and in the capacity described in the retention application and the Engagement Letter. A copy of the Retention Order is attached hereto as Exhibit C. The Retention Order authorizes the Debtors to pay the expenses (including the attorney's fees and expenses) of BAS, subject to future review and approval by this Court. The Retention Order also provides for all services rendered by BAS before the Retention Date to be taken into consideration in determining the reasonableness of BAS's total compensation pursuant to section 330 of the Bankruptcy Code.

Professional Services Rendered

6. Starting in September of 2000, BAS assisted the Debtors in the marketing of OsterPro by (i) using its relationships and industry contacts to garner interest in OsterPro; (ii) preparing comprehensive managerial presentations to prospective purchasers; (iii) preparing a detailed offering memorandum to solicit interest in OsterPro and tailoring this memorandum to attract particular potential purchasers; (iv) conducting due diligence, including a review of OsterPro's historical and projected financial performance, balance sheet, business opportunities, and risks; (v) identifying the logical potential buyers for OsterPro; (vi) arranging for the execution of confidentiality agreements with prospective buyers; (vii) negotiating the principal terms of sale with potential purchasers and counseling potential buyers on how to improve the terms of their respective bids; and (viii) advising the Debtors regarding proposed terms of a sale by potential purchasers and other matters, including an evaluation of offers received.

7. BAS continued to provide all of the above services after the commencement of these bankruptcy proceedings. In connection therewith, BAS representatives routinely traveled to meet with prospective buyers. For a period of time, BAS believed that it had found a "stalking horse" buyer for OsterPro. BAS's representatives repeatedly shuttled between the Debtors and the potential buyer and engaged in numerous telephone conferences to negotiate a purchase agreement. Unfortunately, negotiations with the potential buyer eventually failed. In the end, no party expressed an interest in buying OsterPro on terms that were economically acceptable to the Debtors. Consequently, on June 29, 2001 the Debtors filed a motion before this Court to sell OsterPro in an auction pursuant to Bankruptcy Rule 6004. After the motion was granted, BAS representatives contacted potential bidders, attempted to generate market interest in OsterPro, and were present at the auction. The auction, however, failed to generate an acceptable bid. OsterPro has yet to be sold.

Basis for Payment of Expenses and Legal Fees

8. Section 3 of the Engagement Letter (Exhibit B hereto) provides that BAS would only be paid fees if OsterPro were successfully sold to a third party. OsterPro has not been sold. Accordingly, this Application is not an application for compensation in the form of a fee and is limited to seeking the reimbursement of the expenses incurred by BAS in connection with this engagement.

9. BAS is entitled to such reimbursement pursuant to the provision of the Engagement Letter and the Retention Order. Section 4 of the Engagement Letter states that "regardless of whether a Transaction is proposed or completed, the [Debtors] shall . . . reimburse BAS for all reasonable documented out-of-pocket expenses (including any reasonable fees and disbursements of BAS' counsel and the allocated costs of in-house counsel) incurred in

connection with this engagement; provided, however, that BAS hereby waives receipt of any such out-of-pocket expenses incurred during the period prior to February 6, 2001.”

10. The third and seventh paragraphs of the Retention Order (attached as Exhibit C hereto) also make clear that BAS is to receive payment for its expenses and for its attorney’s fees, subject to this Court’s review and approval of all relevant invoices and billing records pursuant to sections 330 and 331 of the Bankruptcy Code. In accordance with the Engagement Letter, BAS has waived all such expenses incurred before February 6, 2001 and no such expenses appear on BAS’s billing statement attached hereto as Exhibit D. BAS expenses incurred in connection with these services and travels are set forth in Exhibit D hereto. The BAS expenses total \$15,413 and include \$3,556 of expenses that were incurred before March 23, 2001--the Retention Date. BAS has written off such pre-retention expenses and, accordingly, hereby requests reimbursement of \$11,857. All written-off pre-Retention Date expenses listed on Exhibit D have a line drawn through them.

11. As further detailed in Exhibit E hereto, Mayer, Brown, Rowe & Maw (“MBR&M”) provided legal services and counseling to BAS while it was in the process of being retained by the Debtors and while it searched for and negotiated with potential buyers. The invoice of MBR&M totals \$37,252.05. Consistent with the provisions of the Retention Order, BAS does not seek reimbursement of pre-retention legal fees and expenses. Such pre-retention fees and expenses totaled at least \$1,317. These fees and expenses are not listed on Exhibit E, which shows only time and expense entries for the period after retention.

12. BAS did not receive a retainer for the reimbursement of these expenses.

13. BAS respectfully submits that the expenses (including legal fees) for which it hereby seeks reimbursement are both “actual and necessary” per the meaning of

section 330(a)(1)(B) of the Bankruptcy Code as they are directly connected with and in furtherance of the services provided by BAS pursuant to its court-approved Engagement Letter and are otherwise reasonable. BAS has not applied for or received payment of its legal fees and expenses prior to its filing of this Application. With the exception of the legal fees and expenses which will be paid to MBR&M in accordance with the Retention Order, no reimbursement which BAS may receive in connection with this Application shall be shared with another person or entity, and BAS is not a party to any agreement requiring the sharing of any reimbursement received by BAS in connection with this case.

14. This Application is a final application in the sense that BAS has requested no reimbursement, interim or otherwise, of these expenses from the Debtors and hereby seeks the final reimbursement of such expenses. BAS currently knows of no additional reimbursement claims it has (or may have in the future) under the Engagement Letter, but does not waive any such claims by filing this Application.

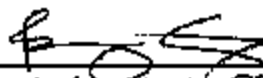
15. MBR&M, as preparer of this Application, and BAS, as applicant, each attach appropriate certification as Exhibit F hereto.

Notice

16. A copy of this Application has been transmitted to and served on (a) Weil, Gotshal & Manges LLP, Attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153, Attention: George A. Davis, Esq.; (b) the office of the United States Trustee, 22 Whitehall Street, New York, New York 10004, Attention: Paul K. Schwartzberg, Esq.; and (c) Simpson, Thatcher & Bartlett, attorneys for the Banks, 425 Lexington Avenue, New York, New York 10017, Attention: Peter V. Pantaleo, Esq.

WHEREFORE, BAS respectfully requests that this Court enter an order (substantially similar to the one attached hereto as Exhibit G) awarding BAS final reimbursement of expenses and legal fees incurred in the amounts described above and provide such other further relief as may be just and equitable.

BANC OF AMERICA SECURITIES LLC

By: 
Title: MANAGING DIRECTOR

Dated: October 17, 2002

EXHIBIT A

RETENTION APPLICATION

WEIL, GOTSHAL & MANGES LLP
Attorneys for the Debtors
767 Fifth Avenue
New York, New York 10153
(212) 310-8000
Harvey R. Miller (HM 6078)
George A. Davis (GD 2761)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

AI REALTY MARKETING OF NEW YORK,
INC., LASER ACQUISITION CORP., DDG I,
INC., SUNBEAM AMERICAS HOLDINGS,
LTD., et al.,

Debtors.

Chapter 11 Case Nos.

01-40252 (AJG) through
01-40290

(Jointly Administered)

APPLICATION OF THE DEBTORS PURSUANT TO
SECTIONS 327(a) AND 328(a) OF THE BANKRUPTCY
CODE FOR AUTHORIZATION TO EMPLOY BANC OF
AMERICA SECURITIES LLC AS FINANCIAL ADVISOR TO
THE DEBTORS NUNC PRO TUNC TO FEBRUARY 6, 2001

TO THE HONORABLE ARTHUR J. GONZALEZ
UNITED STATES BANKRUPTCY JUDGE:

Sunbeam Products, Inc. ("Sunbeam Products"), and Sunbeam Latin
America, LLC, two of the above-captioned debtors and debtors in possession (together,
the "Debtors"), respectfully represent:

Background

1. On February 6, 2001 (the "Commencement Date"), Sunbeam
Corporation and substantially all of its direct and indirect domestic operating subsidiaries

(the "Subsidiaries") commenced cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The chapter 11 cases of the Subsidiaries are being administered separately from the chapter 11 case of Sunbeam Corporation. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. Sunbeam Corporation, its non-debtor foreign subsidiaries, the Subsidiaries and certain non-debtor domestic subsidiaries (collectively, "Sunbeam") principally are in the business of manufacturing, marketing and distributing durable household and outdoor leisure consumer products through mass market and other consumer channels in the United States and internationally. Sunbeam also sells its products to professionals and commercial end users such as small businesses. Sunbeam's principal products include household kitchen appliances; health monitoring and care products for home use; scales for professional and business uses; electric blankets and throws; clippers and trimmers for consumer, professional and animal uses; smoke and carbon monoxide detectors; outdoor barbecue grills; camping equipment, including tents, lanterns, sleeping bags and stoves; coolers; backpacks; and portable generators and compressors. Sunbeam also operates 17 retail stores in the United States and Canada, which sell primarily Coleman brand products for retail sale to consumers.

Jurisdiction

3. This 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 this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Retention of Banc of America Securities LLC

4. On August 14, 2000, Sunbeam announced its intention to sell its professional clippers business, which manufactures and markets professional barber, beauty and animal grooming products under the Oster® brand name. Sunbeam is currently conducting the sale process for the sale of such business. Should such sale be consummated, the net proceeds will be used to reduce the DIP Credit Facility.

5. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and the terms of that certain amended and restated letter agreement dated May 11, 2001 (the "Engagement Letter"), a copy of which is annexed hereto as Exhibit "A," the Debtors desire to employ Banc of America Securities LLC ("BAS") as their sole financial advisor in connection with a proposed Transaction¹ involving the worldwide business of the Oster Professional Products division ("OsterPro") of Sunbeam Products, Sunbeam Europe Limited, Coleman Benelux BV, Sunbeam Latin America, LLC, Coleman Asia Limited and Oster GmbH (each a wholly owned subsidiary of Sunbeam Corporation and collectively with Sunbeam Corporation, the "Sellers").

6. Since September 2000, BAS has assisted the Sellers in conducting a formal sales process for OsterPro, including (i) the preparation of a detailed offering memorandum to solicit interest in OsterPro from potential purchasers, (ii) the preparation of comprehensive managerial presentations to prospective purchasers; (iii) the utilization of its relationships and industry contacts to garner interest in OsterPro; (iv) the conduct of

¹ "Transaction" means one or a series of transactions whereby, directly or indirectly, all or any substantial portion of (i) the business of OsterPro, (ii) the assets (or any right to all or any substantial portion of the revenues or income) of OsterPro, or (iii) the voting securities of OsterPro are transferred to, acquired by or combined with any third party or one or more persons formed by or affiliated with such third party.

an extensive auction for the sale of OsterPro; (v) the negotiation of principal terms of sale with potential purchasers; and (vi) advice to the Sellers regarding proposed terms of a sale by potential purchasers and other matters, including an evaluation of best offers. BAS's familiarity with OsterPro, and the business and financial circumstances surrounding the Debtors' chapter 11 cases, will minimize charges to the Debtors' estates for the services contemplated herein.

7. BAS is particularly well suited for the type of representation required by the Sellers because it has extensive experience in selling business units including working with financially troubled companies. BAS is one of the world's leading corporate finance and investment banking firms and has provided financial advice to numerous Fortune 500 and other major corporate entities and investors worldwide.

8. As more fully described in the Engagement Letter, BAS has provided and will continue to provide the following services to the Sellers:²

- (a) assist in analyzing the business, operations, properties, financial condition and prospects of OsterPro;
- (b) assist the Sellers in preparing a confidential Information Memorandum of OsterPro for distribution and presentation to third parties with the understanding that the Sellers and OsterPro will be solely responsible for the contents of the Information Memorandum and any other disclosure documents;
- (c) develop and maintain a list of parties that might be interested in a Transaction, review such list with the Sellers on an ongoing basis, and, as directed by the Sellers, contact and provide information to such parties;

² This summary of the Engagement Letter is qualified in its entirety by reference to the provisions of the Engagement Letter. Capitalized terms not defined and utilized herein shall have the meanings ascribed to them in the Engagement Letter.

- (d) assist and advise the Sellers with respect to the form and structure of a Transaction;
- (e) advise the Sellers as to strategy and tactics for negotiating with potential acquirers and, if requested by the Sellers, participate in negotiations relating to a Transaction;
- (f) assist the Sellers in negotiating the financial aspects of a definitive agreement; and
- (g) render such other financial advisory and investment banking services as may from time to time be agreed upon by BAS and the Sellers.

9. BAS has stated its desire and willingness to render the foregoing professional services to the Sellers. BAS will only provide the Sellers with the services outlined above unless BAS and the Sellers agree on the terms and conditions of additional services and obtain approval of this Court of such terms and conditions. The services set forth in the Engagement Letter are necessary to effectuate the sale of OsterPro and enable the Debtors to execute their duties as debtors in possession.

10. BAS will undertake every reasonable effort to avoid any duplication of services performed by the Debtors' accountants, Zolfo Cooper, LLC ("Zolfo Cooper"), the Debtors' financial advisor or Wasserstein Perella & Co. ("Wasserstein Perella"), the Debtors' investment bankers. None of the Debtors' other financial advisors will render any services in connection with the sale of the OsterPro business.

11. Pursuant to the Engagement Letter, the Sellers have agreed to pay BAS the greater of \$1,500,000 or the amount as calculated in the following table:

<u>Aggregate Consideration</u>	<u>Percentage</u>
any amount up to \$175 million	1% of such amount; plus
any amount between \$175 million and \$185 million	5% of such amount; plus
any amount between \$185 million and \$195 million	7% of such amount; plus
any amount in excess of \$195 million	9% of such amount.

12. If less than fifty percent (50%) of the voting securities or assets (or any right to less than 50% of the revenues or income) of OsterPro is sold to a purchaser in one or a series of transactions (in lieu of a Transaction as defined in the Engagement Letter), BAS will charge a customary fee to be mutually agreed to by BAS and the Sellers, but not to exceed 50% of the fee otherwise set forth above. BAS will not seek payment of any fees in respect of its retention by the Sellers other than those specified in the Engagement Letter.

13. In addition to the fees payable by the Sellers to BAS pursuant to the Engagement Letter, the Sellers will reimburse BAS for all reasonable out-of-pocket expenses (including any, reasonable fees and disbursement of BAS's counsel and the allocated costs of in-house counsel), incurred in connection with the engagement. BAS will waive any claim it may have for expenses incurred prior to the Commencement Date.

14. Moreover, pursuant to the Engagement Letter, subject to the approval of this Court, the Debtors have agreed to indemnify BAS from and against any and all losses, claims, damages, expenses, liabilities, joint or several brought by any party in connection with BAS's engagement by the Debtors, other than claims resulting from

bad faith, self dealing, breach of fiduciary duty, gross negligence, willful misconduct or malpractice.

15. The Debtors submit that such indemnification is standard in the specialized financial advisory industry and that the provision of such indemnification is fair and reasonable considering BAS's qualifications and the expectations of other special financial advisors in connection with engagements of this scope and size. Accordingly, as part of this Application, the Debtors request the Court approve BAS's terms of engagement as set forth in the Engagement Letter.

16. To the extent any conflict between the Engagement Letter and this Application and/or the Farren Affidavit exists, once approved by the Court the Engagement Letter shall govern.

17. Pursuant to sections 330 and 331 of the Bankruptcy Code, applicable Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), local rules and orders of the Court (the "Local Rules"), the terms of the Engagement Letter and procedures such as may be fixed by order of the Court, BAS will seek interim and final allowance of compensation and reimbursement of expenses. All compensation and reimbursement of expenses to be paid to BAS, including, inter alia, for indemnification, shall be subject to approval of this Court in accordance with the requirements under sections 330 and 331 of the Bankruptcy Code.

18. All requests of BAS for payment of indemnity pursuant to the Engagement Letter shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that any payment of such indemnity conforms to the terms of the Engagement Letter and is reasonable based upon

the circumstances of the litigation or settlement in respect of which indemnity is sought; provided, however, that in no event shall be BAS be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty, gross negligence, willful misconduct or malpractice arising from the foregoing (other than ordinary negligence).

19. In no event shall BAS be indemnified if the Debtors or their estates, assert a claim for, and a court determines by final order that such claim arose out of, BAS's own bad-faith, self-dealing, breach of fiduciary duty, gross negligence, willful misconduct or malpractice arising from the foregoing (other than ordinary negligence).

20. In the event that BAS seeks reimbursement for attorneys' fees from the Debtors pursuant to the Engagement Letter, the invoices and supporting time records from such attorneys shall be included in BAS's own applications (both interim and final) and such invoices and time records shall be subject to the United States Trustee's guidelines for compensation of expenses and the approval of the Court under standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code.

21. To the best of the Debtors' knowledge, information and belief, BAS has no connection with, and holds no interest adverse to, the Debtors, their estates, their creditors or any other party in interest, or their respective attorneys or accountants in the matters for which BAS is proposed to be retained, except as disclosed in the annexed affidavit of Sumner T. Farren, a Managing Director of BAS (the "Farren Affidavit"). A copy of the Sumner Affidavit is annexed hereto as Exhibit "B."

22. As of May 2, 2001, BAS held for its own account approximately 19,000 shares of Sunbeam Corporation's common stock. BAS will undertake to dispose

of such stock to a third party for the price prevailing in the marketplace at the time of disposition, and, if such a disposition cannot occur, BAS shall transfer, via a quit claim assignment, such stock to Sunbeam Corporation.

23. BAS is a "disinterested person," as such term is defined in section 101(14) of the Bankruptcy Code and as required under section 327(a) of the Bankruptcy Code. The Farren Affidavit, executed on behalf of BAS in accordance with section 327 of the Bankruptcy Code and Bankruptcy Rule 2014 is filed contemporaneously herewith and incorporated herein by reference. The Debtors' knowledge, information and belief regarding the matters set forth in this Application are based, and made in reliance upon, the Farren Affidavit.

24. The Debtors submit that the appointment of BAS on the terms and conditions set forth herein and the Engagement Letter is in the best interest of the Debtors, their creditors and all parties in interest.

Nunc Pro Tunc Retention

25. On March 23, 2001, the Debtors filed a motion to assume the Engagement Letter. This motion was subsequently withdrawn by the Debtors on the record at the April 5, 2001, hearing before the Court and a minute order withdrawing the motion was entered by the Court on April 11, 2001. Accordingly, the Debtors request the Court retain BAS nunc pro tunc to March 23, 2001 as set forth in the proposed order annexed hereto as Exhibit "C."

Notice

26. No trustee or examiner has been appointed in the Debtors' chapter 11 cases. Notice of this Motion has been provided to the Office of the United States

Trustee for the Southern District of New York, the attorneys for the Debtors' prepetition and postpetition lenders, the attorneys for the statutory creditors' committee and all parties in interest that have filed a notice of appearance in these chapter 11 cases pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice need be provided.

WHEREFORE the Debtors request the Court authorize them to employ BAS nunc pro tunc to February 6, 2001 and grant them such other and further relief as is just.

Dated: New York, New York
May 21, 2001

SUNBEAM PRODUCTS, INC., AND
SUNBEAM LATIN AMERICA, LLC

By: /s/ Steven R. Isko
Steven R. Isko
Senior Vice President and
General Counsel

EXHIBIT A

September 6, 2000
Amended and Restated
as of May 11, 2001

Sunbeam Corporation
238 1 Executive Center Drive
Boca Raton, Florida 33431

Attention: Mr. Jerry W. Levin
Chairman of the Board of Directors and
Chief Executive Officer

This letter will confirm our understanding that Banc of America Securities LLC ("BAS") has been engaged to act as sole financial advisor to Sunbeam Corporation, Sunbeam Products, Inc., Sunbeam Europe Limited, Coleman Benelux BV, Sunbeam Latin America, LLC, Coleman Asia Limited, and Oster GmbH (collectively, the "Company") in connection with a proposed Transaction (as defined herein) involving the worldwide business of the Oster Professional Products division ("OsterPro") of the Company.

1. In this regard, BAS shall undertake certain activities on your behalf, including upon your request and if appropriate, the following:
 - (i) assisting the Company in analyzing the business, operations, properties, financial condition and prospects of OsterPro;
 - (ii) if requested by the Company, assisting the Company in preparing a confidential Information Memorandum of OsterPro for distribution and presentation to prospective third parties, with the understanding that the Company and OsterPro will be solely responsible for the contents of the Information Memorandum and any other disclosure documents;
 - (iii) if requested by the Company, developing and maintaining a list of parties that might be interested in a Transaction, reviewing such list with the Company on an ongoing basis, and as directed by the Company, contacting and providing information to such parties;

Mr. Jerry W. Levin
Chairman of the Board of Directors and Chief Executive Officer
September 6, 2000
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- (iv) assisting and advising the Company with respect to the form and structure of a Transaction;
 - (v) advising the Company as to strategy and tactics for negotiating with potential acquirers and, if requested by the Company, participating in negotiations relating to a Transaction;
 - (vi) assisting the Company in negotiating the financial aspects of a definitive agreement and
 - (vii) rendering such other financial advisory and investment banking services in connection with the proposed disposition of OsterPro as may from time to time be agreed upon by BAS and the Company.
2. The term "Transaction" means one or a series of transactions whereby, directly or indirectly, all or any substantial portion of (i) the business of OsterPro, (ii) the assets (or any right to all or any substantial portion of the revenues or income) of OsterPro or (iii) the voting securities of OsterPro are transferred to, acquired by or combined with any third party or one or more persons formed by or affiliated with such third party (the "Purchaser").
3. The Company agrees to pay BAS as compensation for its services under this engagement the following cash fees: the greater of \$1,500,000 or the amount as calculated in the following table:

<u>Aggregate Consideration (as defined herein)</u>	<u>Percentage</u>
any amount up to \$175 million	1% of such amount; plus
any amount between \$175 million and \$185 million	5% of such amount; plus
any amount between \$185 million and \$195 million	7% of such amount; plus
any amount in excess of \$195 million	9% of such amount.

If less than 50% of the voting securities or the assets (or any right to less than 50% of the revenues or income) of OsterPro is sold to a Purchaser in one or a series of transactions (in lieu of a Transaction), BAS will charge a customary fee to be mutually agreed to by the Company and BAS, but not to exceed 50% of the fee otherwise set forth in this Section 3.

Mr. Jerry W. Levin
Chairman of the Board of Directors and Chief Executive Officer
September 6, 2000
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For purposes hereof, the term "aggregate consideration" means the total amount of cash and the fair market value (on the date of payment) of all other consideration paid or payable (including amounts paid into escrow) to the Company or its security holders in connection with a Transaction, including amounts paid or payable in respect of convertible securities, warrants, stock appreciation rights, options or similar rights, plus the principal amount of all debt and capitalized leases and the amount of any preferred stock required to be set forth on the consolidated balance sheet of OsterPro on the date of the consummation of a Transaction, less the amount of any significant liabilities of OsterPro that are retained by the Company such as prospective environmental matters or other costs relating to McMinnville facility, and any severance costs (excluding any retention plans) associated with employees, sales agents, sales representatives or distributors. Aggregate consideration shall also include the aggregate amount of dividends, other than normal quarterly cash dividends, or other distributions declared by OsterPro in connection with a Transaction. In the event a Transaction involves less than all but more than 50% of the securities, aggregate consideration shall be calculated as if all such securities were being acquired.

If the Transaction involves a combination or series of transactions, the total consideration shall be determined at the time the Company reaches a definitive agreement wherein control of OsterPro is proposed to be acquired and will be determined as if all of OsterPro were proposed to be acquired as of such time in an amount equal to the sum of any and all consideration previously paid by the Purchaser and the consideration then payable divided by the percentage of OsterPro proposed to be acquired for such transaction through such date.

Unless otherwise specified in this letter agreement, compensation which is payable to BAS pursuant to this letter agreement shall be paid by the Company to BAS upon the consummation of a Transaction. Any compensation attributable to that part of the aggregate consideration which is contingent upon the occurrence of some future event and the amount of any applicable liabilities of OsterPro retained by the Company as mentioned in the preceding paragraph shall be estimated for purposes of the fee calculation at an expected value reasonably acceptable to the Company and to BAS at the time of, and shall be paid by the Company to BAS upon, such consummation.

4. Regardless of whether a Transaction is proposed or completed, and in addition to the compensation described in Section 3, the Company shall, immediately upon request, reimburse BAS for all reasonable documented out-of-pocket expenses (including any reasonable fees and disbursements of BAS' counsel and the allocated costs of in-house counsel) incurred in connection with this engagement; provided, however, that BAS hereby waives receipt of any such out-of-pocket expenses incurred during the period prior to February 6, 2001.

Mr. Jerry W. Levin

Chairman of the Board of Directors and Chief Executive Officer

September 6, 2000

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5. The Company will furnish, or cause to be furnished, to BAS (and will request that each potential Purchaser furnish BAS) such information as BAS reasonably requests (all such information, the "Information"), and the Company agrees to promptly notify BAS if at any time the Company learns that any of the Information furnished to BAS is not accurate and complete in all material respects. BAS may rely on the accuracy and completeness of the Information without independent verification. It is specifically understood that BAS has not made, and will not make, any physical inspection of the properties or assets of OsterPro or any potential Purchaser, and with respect to any financial forecasts that may be furnished to or discussed with BAS by the Company or any potential Purchaser, BAS will assume that they have been reasonably prepared and reflect the best then currently available estimates and judgment of the Company's and OsterPro's or such potential Purchaser's management as to the expected future financial performance of OsterPro or such potential Purchaser. The Company will notify BAS promptly of any material change in any Information previously made available to BAS by the Company, OsterPro or any potential Purchaser that becomes known to the Company or OsterPro.

6. The Company agrees that all advice given by BAS in connection with its engagement hereunder is for the benefit and use of the Company in considering the Transaction and that no such advice shall be used for any other purpose or be disclosed, reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor shall any public references to BAS be made by or on behalf of the Company (except as required as a matter of applicable law in any court filings in the event of a subsequent bankruptcy of the Company), in each case without BAS' prior written consent, which consent shall not be unreasonably withheld.

7. The Company agrees that BAS has been retained to act solely as financial advisor to the Company, and not as an advisor to or agent of any other person, and that the Company's engagement of BAS is not intended to confer rights upon any person not a party hereto (including stockholders, employees or creditors of the Company) as against BAS or its affiliates, or their directors, officers, employees or agents. BAS is not an employee or agent of the Company and is not authorized to bind the Company. The Company further agrees that under no circumstances shall the execution of this letter agreement or any act of BAS hereunder commit or be deemed a commitment by BAS (or any affiliate) to provide or arrange any bank financing or other debt or equity financing for any transaction or to purchase any security in connection therewith. It is specifically understood that the Company's Board of Directors will not base its decisions regarding whether and how to pursue any Transaction solely on BAS' advice, but will also consider such other factors which they consider appropriate. The Company acknowledges that BAS will not provide any

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legal and tax advice. Any duties arising out of its engagement shall be owed solely to the Company and BAS. The rights and obligations of the Company may have to BAS or BAS' affiliates under any credit or other agreement and any rights and obligations BAS or BAS' affiliates may have to the Company under any credit or other agreement are separate from the Company's and BAS' rights and obligations under this letter agreement and will not be affected by BAS' services hereunder.

8. Please be advised that BAS and its affiliates are engaged in a broad range of securities activities and financial services. In the ordinary course of BAS' business, BAS or its affiliates (i) may at any time hold long or short positions and may trade or otherwise effect transactions for BAS' own account or the accounts of customers, in debt or equity securities of any potential Purchaser, the Company or any other company that may be involved in any proposed Transaction and (ii) may at any time be providing or arranging financing and other financial services to a potential Purchaser or other companies that may be involved in a competing transaction; provided, however that BAS will not provide mergers and acquisitions advisory services to a potential Purchaser in connection with OsterPro and Information provided by BAS, and information and advice provided by BAS, in connection with BAS' engagement under this letter agreement shall not be provided to other employees of BAS providing such financing or other financial services to such potential Purchaser or other potentially involved companies; provided further, however, that, on and after May 2, 2001, (a) BAS shall not hold long or short positions or trade or otherwise effect transactions for BAS' own account in debt or equity securities of the Company other than the Existing Company Stock (as hereinafter defined), (b) BAS shall not provide or arrange financing and other financial services to a potential Purchaser in connection with a proposed Transaction or to other companies that may be involved in a competing transaction for OsterPro except to the extent that any such potential Purchaser or other company is purporting to finance its participation in such transaction by drawing upon its existing lines of credit previously arranged by BAS or in which one of BAS' affiliates participates, and (c) to the extent that it has not already done so, BAS shall establish an "information wall" between employees of BAS working on this engagement and employees of BAS trading in any debt or equity securities of any of the presently known potential Purchasers. (An authorized representative of BAS will thereafter undertake to monitor the integrity of the "information wall" periodically to ensure that there has been compliance with the procedures that BAS has instituted and until this engagement has been completed (or BAS has been terminated, as the case may be), BAS shall report in writing, on a quarterly basis, to the Office of the United States Trustee that the "information wall" has not been breached and, in addition, in the event that the "information wall" has been breached, BAS will report any such breaches to the Office of the United States Trustee, promptly upon BAS' learning thereof). As of May

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2, 2001, BAS held for its own account approximately 19,000 shares of Sunbeam Corporation's common stock (the "Existing Company Stock"). BAS hereby will undertake to dispose of such stock to a third party for the price prevailing in the marketplace at the time of such disposition, and, if such a disposition cannot occur, BAS shall transfer, via in a quit claim arrangement, such stock to the Company no later than one business day after the entry of retention order referenced in paragraph 15 hereof.

9. The Company and BAS agree to the provisions with respect to the Company's indemnity of BAS and other matters set forth in Schedule I, the terms of which are incorporated herein in their entirety. Schedule I is an integral part of this letter agreement and shall survive any termination or expiration of this letter agreement.
10. BAS' engagement hereunder may be terminated at any time by either BAS or the Company, it being understood that upon termination, this letter agreement shall have no further force or effect, except that any termination of BAS' engagement hereunder for any reason shall not affect the Company's obligations to pay to BAS fees accruing prior to such termination to the extent provided for in Section 3, to provide indemnification as provided in Schedule I hereto, to reimburse expenses as set forth in Section 4 and Schedule I or affect BAS' or its affiliates' confidentiality obligations pursuant to Section 12. In the event of a termination by the Company (other than a termination of this agreement by the Company as a result of BAS' bad faith, self-dealing (except to the extent contemplated or authorized pursuant to the provisions of this letter agreement), breach of fiduciary duty (except to the extent contemplated or authorized pursuant to this letter agreement), gross negligence, willful misconduct, or malpractice arising from the foregoing (other than ordinary negligence) in performing its obligations hereunder), the Company shall pay to BAS fees to the extent provided for herein with respect to any Transaction which is consummated or for which a definitive agreement has been signed within 12 months after such termination with a party with whom BAS or the Company had discussions regarding a Transaction or which BAS recommended to the Company as a prospective party to a Transaction prior to termination of BAS' engagement hereunder. In addition, provisions relating to the limitation on to whom BAS shall owe any duties, governing law, choice of forum, successors and assigns, and the waiver of the right to trial by jury shall survive any termination of this letter agreement.
11. This letter agreement, Schedule I and any rights, duties or obligations hereunder may not be waived, amended, modified or assigned, in any way, in whole or in part, including by operation of law, without the prior written consent of, and shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of, each of the parties hereto.

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12. BAS and its affiliates shall keep confidential the non-public information regarding OsterPro, the Company, or their respective directors, officers, employees, agents or affiliates ("Confidential Information") provided to BAS or its affiliates in connection with BAS' engagement pursuant to this letter agreement except for disclosure required to be made by BAS in performance of its duties hereunder or as required by law or legal process. BAS agrees that nothing contained in this letter agreement shall be construed to preclude the Company from obtaining an injunction to restrain BAS or its affiliates from disclosing Confidential Information in the case of a threatened or potential breach of this letter agreement without having to post a bond. In the event that BAS or its affiliates is required by legal process to disclose any Confidential Information, BAS shall promptly notify the Company (and unless prohibited by law) and cooperate with the Company, at the Company's request and expense to obtain a protective order or such other reliable assurance that confidential treatment will be accorded the Confidential Information. Following a Transaction or termination of this letter, OsterPro shall be entitled to enforce the provisions of this paragraph as it were the Company.
13. In case any provision of this letter shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this letter agreement shall not in any way be affected or impaired thereby.
14. This letter agreement and any claim or dispute of any kind or nature whatsoever arising out of, or relating to, this letter agreement or BAS' engagement hereunder, directly or indirectly (including any claim concerning advice provided pursuant to this letter agreement), shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of the conflicts of laws thereunder. **ANY RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THIS LETTER AGREEMENT OR BAS' ENGAGEMENT HEREUNDER ARE WAIVED BY BAS AND THE COMPANY.**
15. In the event that any of Sunbeam Corporation, Sunbeam Products, Inc., Sunbeam Europe Limited, Coleman Benelux BV, Sunbeam Latin America, LLC, Coleman Asia Limited or Oster GmbH (collectively, the "sellers") becomes a debtor under chapter 11 of the Bankruptcy Code, the Company shall use its best efforts to promptly apply initially within 60 days from the petition date to the bankruptcy court having jurisdiction over the chapter 11 case or cases (the "Bankruptcy Court") for the approval pursuant to sections 327 of the Bankruptcy Code of this agreement. BAS, shall have no obligation to provide any services

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under this agreement in the event that any of such entities becomes a debtor under the Bankruptcy Code unless BAS' retention under the terms of this agreement is approved by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari. BAS acknowledges that in the event that the Bankruptcy Court approves its retention by the sellers that become debtors, BAS' fees and expenses shall be subject to the jurisdiction and approval of the Bankruptcy Court under sections 330 and 331 of the Bankruptcy Code. In the event that any of the sellers becomes a debtor under the Bankruptcy Code and BAS' engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and expenses of BAS hereunder as promptly as practicable in accordance with the terms hereof.

We are pleased to accept this engagement and look forward to working with the Company. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter, which shall thereupon constitute a binding agreement (subject to the requirement of bankruptcy court approval of continued employment in the event any of the sellers becomes a debtor in a chapter 11 case).

Very truly yours,

BANC OF AMERICA SECURITIES LLC

By: _____
Name: Barry A. Craig
Title: Managing Director

Accepted and Agreed to
as of the date first written above:

"THE COMPANY"
By: SUNBEAM CORPORATION

By: Steven Lake
Name: STEVEN LAKE
Title: Sr. Vice President and
General Counsel

UTS&C/A

Schedule I
Indemnification Agreement

The Company agrees to indemnify BAS, any controlling person of BAS within the meaning of Section 18 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, and each of their respective directors, officers, employees, agents, affiliates and representatives (each an "Indemnified Party") and hold each of them harmless against any and all losses, claims, damages, expenses, liabilities, joint or several (collectively, "Liabilities") to which the Indemnified Parties may become directly or indirectly, arising out of, or relating to, the letter agreement to which this Schedule I is attached (the "Letter Agreement") or BAS' services thereunder, unless it is finally judicially determined that the Liabilities resulted from the bad faith, self-dealing (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement), breach of fiduciary duty (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement), gross negligence, willful misconduct, or malpractice arising from the foregoing (other than ordinary negligence) of any Indemnified Party. The Company further agrees to reimburse each Indemnified Party immediately upon request for all reasonable expenses (including reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for, defense of, or providing evidence in any action, claim, suit, proceeding or investigation, directly or indirectly, arising out of or relating to, the Letter Agreement or BAS' services thereunder, whether or not pending or threatened and whether or not any indemnified Party is a party to such proceeding. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting claims on behalf of or in right of the Company, directly or indirectly, arising out of, or relating to, the Letter Agreement or BAS' services thereunder, unless it is finally judicially determined that such liability resulted from the bad faith, self-dealing (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement), breach of fiduciary duty (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement), gross negligence, willful misconduct, or malpractice arising from the foregoing (other than ordinary negligence) of such Indemnified Party. In the event that an Indemnified Party is requested or required to appear as a witness in any action brought by or on behalf of or against the Company or any affiliate of the Company, or any Purchaser referred to in the Letter Agreement in which such Indemnified Party is not named as a defendant, the Company agrees to reimburse BAS for all reasonable expense incurred by it in connection with such Indemnified Party's appearing and preparing to appear as such a witness, including, without limitation, the reasonable fees and disbursements of its legal counsel.

The Company agrees that, without BAS' prior written consent which will not be unreasonably withheld, it will not settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, suit, proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not BAS or any other Indemnified Party is an actual or potential party to such claim, action, suit, proceeding or investigation) unless (a) such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from an) liabilities arising out of such claim action suit proceeding or

investigation, (b) the settlement does not refer to or describe the activities or performance of BAS or any other Indemnified Party and (c) the Company uses reasonable efforts to have the terms of such settlement subject to a confidentiality agreement, or, in the event the Company is a debtor in a bankruptcy case, such settlement, compromise or consent does not cover or increase or augment any claims against any Indemnified Party or establish new claims against any Indemnified Person.

An Indemnified Party shall promptly notify the Company in writing as to any action (an "Action") for which indemnity may be sought, but the omission so to notify the Company will not relieve the Company from any liability which it may have to any Indemnified Party hereunder to the extent that is not materially prejudiced as a result of such failure. After such notice to the Company, the Company shall have the right to assume and thereafter conduct the defense of the Action, shall retain counsel reasonably satisfactory to such Indemnified Party to represent such Indemnified Party in such Action and shall pay as incurred the fees and expenses of such counsel related to such Action. In any Action, any Indemnified Party shall have the right to retain its own separate counsel at such Indemnified Party's own expense and not subject to reimbursement by the Company, provided, however, that the Company shall pay as incurred the fees and expenses of such counsel incurred in connection with investigating, preparing, defending, paying, settling or compromising any Action if (i) the parties to such Action include both the Indemnified Party and the Company and there may be legal defenses available to such Indemnified Party which are different from or additional to those available to the Company; (ii) the use of counsel chosen by the Company to represent both the Company and such Indemnified Party would present such counsel with an actual or potential conflict of interest; (iii) the Company shall not have employed satisfactory counsel to represent the Indemnified Party within a reasonable time after notice of the institution of such Action; or (iv) the Company shall authorize the Indemnified Party to employ separate counsel at the expense of the Company. The Company shall not, in connection with any Action, be liable for the fees and expenses of more than one separate law firm together with any local counsel, for all Indemnified Parties, and in the event that separate counsel is to be retained to represent one or more Indemnified Parties, such separate counsel shall be chosen by BAS.

The Company and BAS agree that if any indemnification or reimbursement sought pursuant to the first paragraph of this Schedule I is for any reason unavailable or insufficient to hold any Indemnified Party harmless (except by reason of the bad faith, self-dealing (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement) breach of fiduciary duty (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement), gross negligence, willful misconduct, or malpractice arising from the foregoing (other than ordinary negligence) of the Indemnified Party) then, whether or not BAS is the person entitled to indemnification or reimbursement, the Company and BAS shall contribute to the liabilities for which such indemnification or reimbursement is held unavailable in such proportion as is appropriate to reflect (a) the relative benefits to the Company on the one hand and BAS on the other hand, in connection with the transaction to which such indemnification or reimbursement relates or (b) if the allocation provided by clause (a) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (a), but also relative fault of the parties as well as any other relevant equitable considerations; provided, however, that

in no event shall the amount to (b) contributed by BAS exceed the fees actually received by BAS under the Letter Agreement. The Company agrees that, for the purposes of this paragraph, the relative benefits to the Company and BAS of the contemplated transaction (whether or not such transaction is consummated) shall be deemed to be in the same proportion that the aggregate consideration payable, exchangeable or transferable (or contemplated to be payable, exchangeable or transferable) in such transaction bears to the fees paid or payable to BAS as financial advisor under the Letter Agreement.

The rights of the Indemnified Parties referred to above shall be in addition to any rights that any Indemnified Party may otherwise have, whether as a matter of contract, operation of law or otherwise.

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	:	Chapter 11 Case Nos.
AI REALTY MARKETING OF NEW,	:	01-40252 (AJG) through
INC., LASER ACQUISITION CORP., DDG	:	01-40290
I, INC., SUNBEAM AMERICAS HOLDING,	:	
LTD., et al.,	:	
Debtor.	:	(Jointly Administered)

**AFFIDAVIT OF SUMNER T. FARREN IN SUPPORT OF
CONTINUED EMPLOYMENT AND RETENTION OF
BANC OF AMERICA SECURITIES LLC AS FINANCIAL ADVISOR
TO THE DEBTOR IN CONNECTION WITH PROPOSED SALE OF OSTERPRO**

STATE OF ILLINOIS)	
)	SS:
COUNTY OF COOK)	

Sumner T. Farren, being duly sworn, deposes and says:

1. I am a Vice President of Banc of America Securities LLC ("BAS"), which maintains its main office at 9 West 57th Street, New York, New York 10019 and an office, among other places, at 231 South LaSalle Street, Chicago, Illinois 60697. I am authorized to execute this affidavit on behalf of BAS. This affidavit is submitted in support of the applications ("Application") of Sunbeam Corporation ("Sunbeam Corporation"), Sunbeam Products, Inc. ("Sunbeam Products"), and Sunbeam Latin America, LLC ("Sunbeam Latin America"); each, a "Debtor" and collectively, with the other debtors herein, the "Debtors") for an order authorizing the continued retention and employment of BAS as financial advisor to the specified Debtors in connection with the proposed sale of the Oster Professional Products business unit ("OsterPro"). Unless otherwise stated, I have personal knowledge of the facts set forth herein.

2. BAS is a worldwide leader in providing mergers and acquisitions advisory services, including in the sale or other disposition as "going concerns" of business units such as OsterPro, and has had experience in working with financially troubled companies in complex financial reorganizations. Based upon this experience, I believe that BAS is well qualified to perform the financial services required by the Debtors.

3. BAS has conducted a conflicts check and due inquiry regarding its relationships with the Debtors, their significant creditors, their equity security holders and their respective attorneys and accountants to determine whether there are any conflicts or other relationships that might bear on its retention. Among other things, BAS researched its client files and records which contain information retained pursuant to its normal record retention policies. BAS obtained from the Debtors and their representatives the names of individuals or entities which may be parties in interest in these Chapter 11 cases (collectively, the "Potential Parties in Interest"). To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after due inquiry, neither I, BAS nor any professional employee of BAS has any connection with the Debtors or any Potential Parties in Interest, except as hereinafter set forth.

4. As of May 2, 2001, BAS held for its own account approximately 19,000 shares of Sunbeam Corporation's common stock (the "Existing Company Stock"). Based on information and belief, the percentage ownership in Sunbeam Corporation represented by the Existing Capital Stock is insignificant and in any event, the Existing Capital Stock is valueless. Moreover, BAS hereby will undertake to dispose of such stock to a third party for the price prevailing in the marketplace at the time of disposition, and, if such a disposition cannot occur, BAS shall transfer, via a quit claim assignment, such stock to Sunbeam.

5. BAS is not and was not an investment banker within three years of the commencement of the case for any security (including any outstanding security) of Sunbeam Corporation, Sunbeam Products, or Sunbeam Latin America.

6. BAS does not and has not served on the board of directors of or as one of the officers of Sunbeam Corporation, Sunbeam Products, or Sunbeam Latin America.

7. In 2000, BAS acted as financial advisor to Sunbeam Corporation in connection with the sale of its Eastpak division to VF Corporation. That transaction was consummated in May, 2000.

8. Pursuant to an agreement dated as of September 6, 2000 (as amended and restated pursuant to a letter agreement dated as of May 11, 2001, the "Engagement Letter"), a copy of which is attached hereto as Exhibit A, BAS has acted as sole financial advisor to Sunbeam Corporation, Sunbeam Products, Sunbeam Latin America and in connection with the proposed sale of OsterPro to parties possibly interested in such a purchase (such parties believed to be presently interested in such a purchase hereinafter referred to as the "Potential Parties in Interest" or "Potential Purchasers").

9. From September of 2000 to the present, BAS has assisted Sunbeam Corporation (and the other sellers, including Sunbeam Products and Sunbeam Latin America) in conducting a formal sales process for OsterPro, which included: (i) the preparation of a detailed offering memorandum to solicit interest in OsterPro from potential purchasers, (ii) the preparation of comprehensive managerial presentations to prospective purchasers; (iii) the utilization of its relationships and industry contacts to garner interest in OsterPro; (iv) the conduct of an extensive auction for the sale of OsterPro; (v) the negotiation of principal terms of sale with potential

purchasers; and (vi) advice to Sunbeam Corporation (and the other sellers) regarding proposed terms of a sale by potential purchasers and other matters, including regarding an evaluation of best offers including buyer financing and non-cash considerations.

10. Certain Potential Purchasers are currently clients or were clients of BAS and/or otherwise have or had commercial or other professional relationships with BAS. In addition, certain of the Debtors' directors or officers may have brokerage accounts at BAS. BAS believes that its relationships with the Potential Purchasers and such directors and officers do not individually or in the aggregate account for more than 5% of BAS' total annual revenues. The identities of the Potential Purchasers and the nature of their relationships with BAS are set forth in an Addendum that has been provided to the Office of the U.S. Trustee for the Southern District of New York and that further is available for inspection by the Court; however, public disclosure at this time may jeopardize the ongoing business negotiations.

11. BAS also provides investment banking and advisory services to certain other creditors and parties in interest of the Debtors, but such services are unrelated to the proposed sale of OsterPro.

12. Bank of America, N.A. (the "Bank"), First Union, and Morgan Stanley (collectively, the "Lenders"), jointly and equally, acted as Lead Arrangers for a \$1,665,000,000 Senior Secured Credit Facility ("Facility") dated originally as of March 30, 1998, provided to certain of the Debtors, including Sunbeam Corporation.

13. The Bank continues to act as a Lender. The Lenders also provided to the Debtors post-petition financing on the terms and conditions set forth in the Revolving Credit and Guarantee Agreement dated as of February 6, 2001.

14. The Bank also provides credit and other banking services to certain other creditors and parties of interest of the Debtors.

15. Bank of America Corporation (the "Corporation") is a Delaware corporation, a bank holding company and, effective as of March 11, 2000, a financial holding company under the Gramm-Leach-Bliley Act. The Corporation and its subsidiaries are subject to supervision by various federal and state banking and other regulatory authorities. The Corporation provides a diversified range of banking and certain non-banking financial services and products through its various subsidiaries.

16. BAS is an indirect subsidiary, twice removed, of the Corporation. BAS is a wholly owned subsidiary of NationsBanc Montgomery Holdings Corporation, which in turn is a wholly owned subsidiary NB Holdings Corporation which is a wholly owned subsidiary of the Corporation. BAS, formerly NationsBanc Montgomery Securities LLC, is a Delaware limited liability corporation which is authorized by the Federal Reserve to engage in the full range of permissible corporate finance activities, including mergers and acquisitions advisory services, underwriting and making markets in equity securities, high-grade and high-yield corporate debt securities, commercial paper, mortgage-backed and asset-backed securities. BAS also provides correspondent clearing services for other securities broker/dealers, offers traditional brokerage service to high-net-worth individuals, provides prime-brokerage services and makes markets in equity derivatives. Debt and equity securities research, loan syndications, private placements and equity derivatives are also provided through BAS.

17. The Bank is also indirectly owned by the Corporation. The Bank is a wholly owned subsidiary of NB Holdings Corporation (which, as outlined above, is a wholly owned

subsidiary of the Corporation). The Bank is a national banking association chartered under the laws of the United States and maintains full service operations in 21 states and the District of Columbia. The Bank provides traditional commercial and consumer banking services to its customers, and regularly works with its affiliate BAS to provide a full range of financial products to its customers.

18. BAS and the Bank, although indirectly related by virtue of the ultimate common ownership by the Corporation, each have separate corporate identities, management structures and balance sheets. Both BAS and the Bank are highly regulated entities and as such, complex legal and compliance controls exist to ensure the continued maintenance of separate corporate identities and compliance with all applicable regulatory guidelines and customer privacy expectations.

19. In connection with such compliance controls, an information wall is routinely established between areas of the Corporation that may have conflicting roles or responsibilities with their common customers. If such conflicts or potential conflicts are determined to exist, then the employees of each subsidiary who have responsibility for the customer's relationship in the different subsidiaries are "walled off" from each other and the rest of the Corporation with respect to that customer except for certain routine communications. A "deal team" is created for each group, and the members of each deal team are informed of their membership on the deal team. These employees are instructed not to communicate with any other employee who is not on their deal team, i.e., within their information walls, regarding the customer. Compliance with this procedure is monitored closely by personnel in the Corporation's "Control Room" who have established the walls, and by the internal Legal Department attorney assigned to each deal team.

Violation of this policy by employees subjects them to strict disciplinary measures, including but not limited to termination and the reporting of certain violations to the appropriate governmental or regulatory agencies.

20. In accordance with this policy, the Corporation's Control Room established an information wall in August of 2000 which formally separated the employees of the Bank working with Debtors from the employees of BAS working with Debtors and prohibited any further contact or communication between the two deal teams except for certain routine communications. To the best of my knowledge, and after due inquiry and investigation of each of my employees, no employee of BAS has communicated orally or in writing with any employee of the Bank regarding this customer since the establishment of the deal team except for routine communications consisting of BAS' confirmation to employees of the Bank that it had been retained as sole financial advisor in connection with the proposed sale of OsterPro and that the sale process was proceeding and responses to general questions about the progress and status of such sale process (including in response to questions as to the likely time line for identifying a potential purchaser and negotiating and consummating a Transaction). The information walls remain in place, and will continue to be effective, monitored and observed during the pendency of these Chapter 11 cases.

21. All internal decisions regarding this customer with respect to the activities outlined in the Engagement Letter have been made and will continue to be made solely by employees of BAS, and with information generated by BAS without the assistance of the Bank. No compensation, nor any loss or liability which may result from the activities outlined in the Engagement Letter will be shared with the Bank or any of its employees, counsel or advisors.

22. In the ordinary course of its many activities as a full service securities firm, BAS (i) in the past has had, and may in the future have, directly or indirectly, ordinary course trading and credit relationships for the purchase, sale, and financing of securities inventories with persons who hold debt or equity securities issued by the Debtors or Investors (but shall be obligated pursuant to the provisions of the Engagement Letter to no longer do so with respect to Sunbeam on and after the entry of the order of the bankruptcy court approving its retention in connection with this matter), and (ii) as discussed further below, has in the past provided advice, may currently be providing advice, and may in the future advise certain of the Debtors' creditors or other Potential Parties in Interest herein, or interests adverse to such creditors or Potential Parties in Interest herein, all in matters unrelated to these Chapter 11 cases.

23. BAS, as one of the world's premier corporate and investment banks and brokerage firms, maintains a multi-billion dollar diversified portfolio. Therefore, BAS may hold debt and equity positions in several of the Potential Purchasers. Given the magnitude of BAS' overall portfolios, however, none of its holdings in any one Potential Purchaser represents a significant or material portion of BAS' total holdings. To the extent that it does not already provide for such separation, the "information wall" referenced in ¶ 20 hereof will be expanded to formally separate employees of BAS working on this engagement from employees of BAS trading in any debt or equity securities of any of the Potential Purchasers.

24. Further, BAS may from time to time make a market in, have a long or short position in, buy and sell or otherwise effect transactions for customer accounts and for their own accounts in the securities of Potential Parties in Interest in these Chapter 11 cases, but such

activities are wholly unrelated to these Chapter 11 cases or BAS' proposed financial advisory services for the Debtors.

25. In the ordinary course of its business, BAS engages various counsel to assist it in connection with transactions, some of which represent Potential Parties in Interest in these Chapter 11 cases. None of BAS' engagements or relationships with these professionals relates to these Chapter 11 cases.

26. The proposed retention is not prohibited by Fed. Bankr. P. 5002 in that I know of no connection or relationship between BAS or any investment banker of BAS with the presiding bankruptcy judge or the Office of the United States Trustee for the Southern District of New York.

27. To the best of my knowledge, BAS has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these Chapter 11 cases. If this Court approves the proposed employment of BAS by the Debtors, BAS will not accept any engagement or perform any service in these cases for any entity or person other than the Debtors. BAS will, however, continue to provide professional services to, and engage in commercial or professional relationships with, entities or persons that may be creditors of the Debtors or Parties in Interest in these Chapter 11 cases, provided that such services do not and will not relate to, or have any direct connection with, these Chapter 11 cases.

28. Except for its out-of-pocket expenses incurred in connection with the proposed sale of OsterPro (which BAS hereby waives), BAS currently is not a creditor of the Debtors, but subsequently may have a claim if BAS' retention is not approved and a transaction later closes due in part to BAS' earlier efforts. Otherwise, to the best of my knowledge, information and

belief, BAS does not have or represent any interest materially adverse to the interests of the Debtors or their estates, 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 Debtors or any investment banker for any securities of the Debtors, or for any reason except as noted above. To the extent that any information disclosed herein requires amendment or modification as additional information becomes available to BAS, a supplemental affidavit will be submitted to the Court.

COMPENSATION OF PROFESSIONALS

29. It is the proposal and intention of BAS and the Debtor that BAS continue to provide services on the terms described in the existing Engagement Letter. Pursuant to the Engagement Letter, BAS will be due, upon the consummation of a Transaction (as such term is defined in the Engagement Letter), the greater of \$1,500,000 or the amount as calculated in the following table:

<u>Aggregate Consideration</u>	<u>Percentage</u>
any amount up to \$175 million	1% of such amount; plus
any amount between \$175 million and \$185 million	5% of such amount; plus
any amount between \$185 million and \$198 million	7% of such amount; plus
any amount in excess of \$198 million	9% of such amount.

Also, if less than 50% of the voting securities or the assets (or any right to less than 50% of the revenue or income) of OsterPro is sold to a purchaser in one or a series of transactions (in lieu of a Transaction), BAS shall be entitled to charge a customary fee to be mutually agreed to by Sunbeam Corporation and BAS, but not to exceed 50% of the fee otherwise described in this §29.

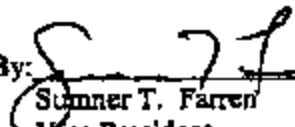
30. The Engagement Letter further provides that the Debtors will reimburse BAS for all reasonable out-of-pocket expenses incurred by BAS in connection with its services to be rendered under the Engagement Letter. As stated above, BAS hereby waives such right with respect to such expenses incurred pre-petition, and with expenses incurred post-petition, BAS will maintain detailed records of any actual and necessary costs and expenses incurred in connection with the rendition of services to the Debtors and will file all appropriate applications for allowances of compensation and expenses with the Court.

31. The Engagement Letter also requires the Debtors to indemnify BAS, as set forth in the Engagement Letter.

32. BAS has not shared or agreed to share any of its compensation from the Debtors with any other person, other than a managing director, professional or employee of BAS, as permitted by section 504 of the Bankruptcy Code.

33. In my experience, the payment to investment bankers and financial advisory firms based on a percentage of the aggregate consideration to be paid in a transaction (subject to a specified minimum fee) is usual and customary for firms of BAS' level of expertise and in transactions of the size and complexity required by the Debtor in connection with the proposed OsterPro sale. Also, in my experience it is not typical for financial advisory firms to charge for their services at an hourly rate, and BAS does not bill for its services in such manner.

34. For all of the foregoing reasons, I believe that, BAS is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code.

By: 
Sumner T. Farren
Vice President

Sworn to and subscribed
before me this 11th day
of May, 2001

Joan M. Ficard
Notary Public

"OFFICIAL SEAL"
JOAN M. FICARD
Notary Public, State of Illinois
My Commission Expires 5-17-2002

EXHIBIT C

George A. Davis (GD2761)
WEIL, GOTSHAL & MANGES LLP
Counsel to the Debtors
767 Fifth Avenue
New York, New York 10153
(212) 310-8000

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re :
: Chapter 11 Case Nos.
AI REALTY MARKETING OF NEW YORK, :
YORK, INC., LASER ACQUISITION CORP., : 01-40252 (AJG) through
DDG I, INC., SUNBEAM AMERICAS HOLDING : 01-40290
LTD., et al., :
Debtor. : (Jointly Administered)
-----X

**ORDER AUTHORIZING AND APPROVING CONTINUED EMPLOYMENT
OF BANC OF AMERICA SECURITIES LLC AS FINANCIAL ADVISOR
TO THE DEBTOR IN CONNECTION WITH PROPOSED SALE OF OSTERPRO**

Upon the application (the "Application") of the Debtors Sunbeam Corporation, Sunbeam Products, Inc., and Sunbeam Latin America LLC (collectively, the "Debtors"), filed with this Court on May __, 2001, for entry of an order authorizing and approving the continued employment of Banc of America Securities LLC ("BAS") as their sole financial advisor in connection with its proposed sale of OsterPro pursuant to the terms of an engagement letter dated as of September 6, 2000 (as amended and restated pursuant to a letter agreement dated as of May 2, 2001 and annexed as Exhibit A to the Application) (the "Engagement Letter") and upon the supporting Affidavit of Sumner T. Farren, a Vice President of BAS, annexed as Exhibit B to the Application; and it appearing that the relief requested in the Application is necessary and is in the best interests of the estates herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that Application is granted and approved, and in connection therewith and in accordance with section 327(a) of the Bankruptcy Code, each Debtor is hereby authorized to continue to employ and retain BAS as its sole financial advisor in connection with its proposed sale of OsterPro in accordance with the terms of the Engagement Letter, subject to and governed by the terms of this Order in all respects, nunc pro tunc as of March 23, 2001 (provided, however, that services rendered by BAS during the entire length of its employment, including, without limitation, those rendered prior to the petition date and those rendered during the period from the petition date through March 23, 2001, shall be considered in determining the reasonableness of BAS' compensation under the Engagement Letter pursuant to § 330 of the Bankruptcy Code); and it is further

ORDERED that all compensation and reimbursement of expenses to be paid to BAS, including, inter alia, for indemnification, shall be subject to the approval of this Court based on an application under § 330 and § 331 of the Bankruptcy Code; and it is further

ORDERED that all requests of BAS for payment of indemnity shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that payment of such indemnity conforms with the Engagement Letter and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought, provided, however, that in no event shall BAS be indemnified in the case of its own bad-faith, self-dealing (except to the extent contemplated or authorized pursuant to the provisions of the Engagement Letter), breach of fiduciary duty (except to the extent contemplated or authorized pursuant to the provisions of the Engagement Letter), gross negligence, willful misconduct or malpractice arising from the foregoing (other than ordinary negligence); and it is further

ORDERED that in no event shall BAS be indemnified if the Debtor, the estate, or the Committee, asserts a claim for, and a court determines by final order that such claim arose out of, BAS' own bad-faith, self-dealing (except to the extent contemplated or authorized pursuant to the provisions of the Engagement Letter), breach of fiduciary duty (except to the extent contemplated or authorized pursuant to the provisions of the Engagement Letter), gross negligence, willful misconduct or malpractice arising from the foregoing (other than ordinary negligence); and it is further

ORDERED that in the event that BAS seeks reimbursement for attorneys' fees from the Debtor pursuant to the Engagement Letter, the invoices and supporting time records shall be included in BAS' own applications (both interim and final) and such invoices and time records shall be subject to the United States Trustee's guidelines for compensation and reimbursement of expenses and the approval of the Bankruptcy Court under the standards of § 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code; and it is further

ORDERED that to the extent that this order is inconsistent with any prior order, pleading, or Engagement Letter with respect to BAS, the terms of this order shall govern.

Dated: _____

United States Bankruptcy Judge

EXHIBIT B

ENGAGEMENT LETTER

EXHIBIT B

September 6, 2000
Amended and Restated
as of May 11, 2001

Sunbeam Corporation
238 1 Executive Center Drive
Boca Raton, Florida 33431

Attention: Mr. Jerry W. Levin
Chairman of the Board of Directors and
Chief Executive Officer

This letter will confirm our understanding that Banc of America Securities LLC ("BAS") has been engaged to act as sole financial advisor to Sunbeam Corporation, Sunbeam Products, Inc., Sunbeam Europe Limited, Coleman Benelux BV, Sunbeam Latin America, LLC, Coleman Asia Limited, and Oster GmbH (collectively, the "Company") in connection with a proposed Transaction (as defined herein) involving the worldwide business of the Oster Professional Products division ("OsterPro") of the Company.

- I. In this regard, BAS shall undertake certain activities on your behalf, including upon your request and if appropriate, the following:
 - (i) assisting the Company in analyzing the business, operations, properties, financial condition and prospects of OsterPro;
 - (ii) if requested by the Company, assisting the Company in preparing a confidential Information Memorandum of OsterPro for distribution and presentation to prospective third parties, with the understanding that the Company and OsterPro will be solely responsible for the contents of the Information Memorandum and any other disclosure documents;
 - (iii) if requested by the Company, developing and maintaining a list of parties that might be interested in a Transaction, reviewing such list with the Company on an ongoing basis, and as directed by the Company, contacting and providing information to such parties;

Mr. Jerry W. Levin
Chairman of the Board of Directors and Chief Executive Officer
September 6, 2000
Page 2

- (iv) assisting and advising the Company with respect to the form and structure of a Transaction;
 - (v) advising the Company as to strategy and tactics for negotiating with potential acquirers and, if requested by the Company, participating in negotiations relating to a Transaction;
 - (vi) assisting the Company in negotiating the financial aspects of a definitive agreement and
 - (vii) rendering such other financial advisory and investment banking services in connection with the proposed disposition of OsterPro as may from time to time be agreed upon by BAS and the Company.
2. The term "Transaction" means one or a series of transactions whereby, directly or indirectly, all or any substantial portion of (i) the business of OsterPro, (ii) the assets (or any right to all or any substantial portion of the revenues or income) of OsterPro or (iii) the voting securities of OsterPro are transferred to, acquired by or combined with any third party or one or more persons formed by or affiliated with such third party (the "Purchaser").
3. The Company agrees to pay BAS as compensation for its services under this engagement the following cash fees: the greater of \$1,500,000 or the amount as calculated in the following table:

<u>Aggregate Consideration (as defined herein)</u>	<u>Percentage</u>
any amount up to \$175 million	1% of such amount; plus
any amount between \$175 million and \$185 million	5% of such amount; plus
any amount between \$185 million and \$195 million	7% of such amount; plus
any amount in excess of \$195 million	9% of such amount.

If less than 50% of the voting securities or the assets (or any right to less than 50% of the revenues or income) of OsterPro is sold to a Purchaser in one or a series of transactions (in lieu of a Transaction), BAS will charge a customary fee to be mutually agreed to by the Company and BAS, but not to exceed 50% of the fee otherwise set forth in this Section 3.

Mr. Jerry W. Levin
Chairman of the Board of Directors and Chief Executive Officer
September 6, 2000
Page 3

For purposes hereof, the term "aggregate consideration" means the total amount of cash and the fair market value (on the date of payment) of all other consideration paid or payable (including amounts paid into escrow) to the Company or its security holders in connection with a Transaction, including amounts paid or payable in respect of convertible securities, warrants, stock appreciation rights, options or similar rights, plus the principal amount of all debt and capitalized leases and the amount of any preferred stock required to be set forth on the consolidated balance sheet of OsterPro on the date of the consummation of a Transaction, less the amount of any significant liabilities of OsterPro that are retained by the Company such as prospective environmental matters or other costs relating to McMinnville facility, and any severance costs (excluding any retention plans) associated with employees, sales agents, sales representatives or distributors. Aggregate consideration shall also include the aggregate amount of dividends, other than normal quarterly cash dividends, or other distributions declared by OsterPro in connection with a Transaction. In the event a Transaction involves less than all but more than 50% of the securities, aggregate consideration shall be calculated as if all such securities were being acquired.

If the Transaction involves a combination or series of transactions, the total consideration shall be determined at the time the Company reaches a definitive agreement wherein control of OsterPro is proposed to be acquired and will be determined as if all of OsterPro were proposed to be acquired as of such time in an amount equal to the sum of any and all consideration previously paid by the Purchaser and the consideration then payable divided by the percentage of OsterPro proposed to be acquired for such transaction through such date.

Unless otherwise specified in this letter agreement, compensation which is payable to BAS pursuant to this letter agreement shall be paid by the Company to BAS upon the consummation of a Transaction. Any compensation attributable to that part of the aggregate consideration which is contingent upon the occurrence of some future event and the amount of any applicable liabilities of OsterPro retained by the Company as mentioned in the preceding paragraph shall be estimated for purposes of the fee calculation at an expected value reasonably acceptable to the Company and to BAS at the time of, and shall be paid by the Company to BAS upon, such consummation.

4. Regardless of whether a Transaction is proposed or completed, and in addition to the compensation described in Section 3, the Company shall, immediately upon request, reimburse BAS for all reasonable documented out-of-pocket expenses (including any reasonable fees and disbursements of BAS' counsel and the allocated costs of in-house counsel) incurred in connection with this engagement; provided, however, that BAS hereby waives receipt of any such out-of-pocket expenses incurred during the period prior to February 6, 2001.

Mr. Jerry W. Levin

Chairman of the Board of Directors and Chief Executive Officer

September 6, 2000

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5. The Company will furnish, or cause to be furnished, to BAS (and will request that each potential Purchaser furnish BAS) such information as BAS reasonably requests (all such information, the "Information"), and the Company agrees to promptly notify BAS if at any time the Company learns that any of the Information furnished to BAS is not accurate and complete in all material respects. BAS may rely on the accuracy and completeness of the Information without independent verification. It is specifically understood that BAS has not made, and will not make, any physical inspection of the properties or assets of OsterPro or any potential Purchaser, and with respect to any financial forecasts that may be furnished to or discussed with BAS by the Company or any potential Purchaser, BAS will assume that they have been reasonably prepared and reflect the best then currently available estimates and judgment of the Company's and OsterPro's or such potential Purchaser's management as to the expected future financial performance of OsterPro or such potential Purchaser. The Company will notify BAS promptly of any material change in any Information previously made available to BAS by the Company, OsterPro or any potential Purchaser that becomes known to the Company or OsterPro.
6. The Company agrees that all advice given by BAS in connection with its engagement hereunder is for the benefit and use of the Company in considering the Transaction and that no such advice shall be used for any other purpose or be disclosed, reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor shall any public references to BAS be made by or on behalf of the Company (except as required as a matter of applicable law in any court filings in the event of a subsequent bankruptcy of the Company), in each case without BAS' prior written consent, which consent shall not be unreasonably withheld.
7. The Company agrees that BAS has been retained to act solely as financial advisor to the Company, and not as an advisor to or agent of any other person, and that the Company's engagement of BAS is not intended to confer rights upon any person not a party hereto (including stockholders, employees or creditors of the Company) as against BAS or its affiliates, or their directors, officers, employees or agents. BAS is not an employee or agent of the Company and is not authorized to bind the Company. The Company further agrees that under no circumstances shall the execution of this letter agreement or any act of BAS hereunder commit or be deemed a commitment by BAS (or any affiliate) to provide or arrange any bank financing or other debt or equity financing for any transaction or to purchase any security in connection therewith. It is specifically understood that the Company's Board of Directors will not base its decisions regarding whether and how to pursue any Transaction solely on BAS' advice, but will also consider such other factors which they consider appropriate. The Company acknowledges that BAS will not provide any

Mr. Jerry W. Levin
Chairman of the Board of Directors and Chief Executive Officer
September 6, 2000
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legal and tax advice. Any duties arising out of its engagement shall be owed solely to the Company and BAS. The rights and obligations of the Company may have to BAS or BAS' affiliates under any credit or other agreement and any rights and obligations BAS or BAS' affiliates may have to the Company under any credit or other agreement are separate from the Company's and BAS' rights and obligations under this letter agreement and will not be affected by BAS' services hereunder.

8. Please be advised that BAS and its affiliates are engaged in a broad range of securities activities and financial services. In the ordinary course of BAS' business, BAS or its affiliates (i) may at any time hold long or short positions and may trade or otherwise effect transactions for BAS' own account or the accounts of customers, in debt or equity securities of any potential Purchaser, the Company or any other company that may be involved in any proposed Transaction and (ii) may at any time be providing or arranging financing and other financial services to a potential Purchaser or other companies that may be involved in a competing transaction; provided, however that BAS will not provide mergers and acquisitions advisory services to a potential Purchaser in connection with OsterPro and information provided by BAS, and information and advice provided by BAS, in connection with BAS' engagement under this letter agreement shall not be provided to other employees of BAS providing such financing or other financial services to such potential Purchaser or other potentially involved companies; provided further, however, that, on and after May 2, 2001, (a) BAS shall not hold long or short positions or trade or otherwise effect transactions for BAS' own account in debt or equity securities of the Company other than the Existing Company Stock (as hereinafter defined), (b) BAS shall not provide or arrange financing and other financial services to a potential Purchaser in connection with a proposed Transaction or to other companies that may be involved in a competing transaction for OsterPro except to the extent that any such potential Purchaser or other company is purporting to finance its participation in such transaction by drawing upon its existing lines of credit previously arranged by BAS or in which one of BAS' affiliates participates, and (c) to the extent that it has not already done so, BAS shall establish an "information wall" between employees of BAS working on this engagement and employees of BAS trading in any debt or equity securities of any of the presently known potential Purchasers. (An authorized representative of BAS will thereafter undertake to monitor the integrity of the "information wall" periodically to ensure that there has been compliance with the procedures that BAS has instituted and until this engagement has been completed (or BAS has been terminated, as the case may be), BAS shall report in writing, on a quarterly basis, to the Office of the United States Trustee that the "information wall" has not been breached and, in addition, in the event that the "information wall" has been breached, BAS will report any such breaches to the Office of the United States Trustee, promptly upon BAS' learning thereof). As of May

Mr. Jerry W. Levin
Chairman of the Board of Directors and Chief Executive Officer
September 6, 2000
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- 2, 2001, BAS held for its own account approximately 19,000 shares of Sunbeam Corporation's common stock (the "Existing Company Stock"). BAS hereby will undertake to dispose of such stock to a third party for the price prevailing in the marketplace at the time of such disposition, and, if such a disposition cannot occur, BAS shall transfer, via in a quit claim arrangement, such stock to the Company no later than one business day after the entry of retention order referenced in paragraph 15 hereof.
9. The Company and BAS agree to the provisions with respect to the Company's indemnity of BAS and other matters set forth in Schedule I, the terms of which are incorporated herein in their entirety. Schedule I is an integral part of this letter agreement and shall survive any termination or expiration of this letter agreement.
10. BAS' engagement hereunder may be terminated at any time by either BAS or the Company, it being understood that upon termination, this letter agreement shall have no further force or effect, except that any termination of BAS' engagement hereunder for any reason shall not affect the Company's obligations to pay to BAS fees accruing prior to such termination to the extent provided for in Section 3, to provide indemnification as provided in Schedule I hereto, to reimburse expenses as set forth in Section 4 and Schedule I or affect BAS' or its affiliates' confidentiality obligations pursuant to Section 12. In the event of a termination by the Company (other than a termination of this agreement by the Company as a result of BAS' bad faith, self-dealing (except to the extent contemplated or authorized pursuant to the provisions of this letter agreement), breach of fiduciary duty (except to the extent contemplated or authorized pursuant to this letter agreement), gross negligence, willful misconduct, or malpractice arising from the foregoing (other than ordinary negligence) in performing its obligations hereunder), the Company shall pay to BAS fees to the extent provided for herein with respect to any Transaction which is consummated or for which a definitive agreement has been signed within 12 months after such termination with a party with whom BAS or the Company had discussions regarding a Transaction or which BAS recommended to the Company as a prospective party to a Transaction prior to termination of BAS' engagement hereunder. In addition, provisions relating to the limitation on to whom BAS shall owe any duties, governing law, choice of forum, successors and assigns, and the waiver of the right to trial by jury shall survive any termination of this letter agreement.
11. This letter agreement, Schedule I and any rights, duties or obligations hereunder may not be waived, amended, modified or assigned, in any way, in whole or in part, including by operation of law, without the prior written consent of, and shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of, each of the parties hereto.

Mr. Jerry W. Levin
Chairman of the Board of Directors and Chief Executive Officer
September 6, 2000
Page 7

12. BAS and its affiliates shall keep confidential the non-public information regarding OsterPro, the Company, or their respective directors, officers, employees, agents or affiliates ("Confidential Information") provided to BAS or its affiliates in connection with BAS' engagement pursuant to this letter agreement except for disclosure required to be made by BAS in performance of its duties hereunder or as required by law or legal process. BAS agrees that nothing contained in this letter agreement shall be construed to preclude the Company from obtaining an injunction to restrain BAS or its affiliates from disclosing Confidential Information in the case of a threatened or potential breach of this letter agreement without having to post a bond. In the event that BAS or its affiliates is required by legal process to disclose any Confidential Information, BAS shall promptly notify the Company (and unless prohibited by law) and cooperate with the Company, at the Company's request and expense to obtain a protective order or such other reliable assurance that confidential treatment will be accorded the Confidential Information. Following a Transaction or termination of this letter, OsterPro shall be entitled to enforce the provisions of this paragraph as if it were the Company.
13. In case any provision of this letter shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this letter agreement shall not in any way be affected or impaired thereby.
14. This letter agreement and any claim or dispute of any kind or nature whatsoever arising out of, or relating to, this letter agreement or BAS' engagement hereunder, directly or indirectly (including any claim concerning advice provided pursuant to this letter agreement), shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of the conflicts of laws thereunder. **ANY RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THIS LETTER AGREEMENT OR BAS' ENGAGEMENT HEREUNDER ARE WAIVED BY BAS AND THE COMPANY.**
15. In the event that any of Sunbeam Corporation, Sunbeam Products, Inc., Sunbeam Europe Limited, Coleman Benelux BV, Sunbeam Latin America, LLC, Coleman Asia Limited or Oster GmbH (collectively, the "sellers") becomes a debtor under chapter 11 of the Bankruptcy Code, the Company shall use its best efforts to promptly apply initially within 60 days from the petition date to the bankruptcy court having jurisdiction over the chapter 11 case or cases (the "Bankruptcy Court") for the approval pursuant to sections 327 of the Bankruptcy Code of this agreement. BAS, shall have no obligation to provide any services

Mr. Jerry W. Levin
Chairman of the Board of Directors and Chief Executive Officer
September 6, 2000
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under this agreement in the event that any of such entities becomes a debtor under the Bankruptcy Code unless BAS' retention under the terms of this agreement is approved by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari. BAS acknowledges that in the event that the Bankruptcy Court approves its retention by the sellers that become debtors, BAS' fees and expenses shall be subject to the jurisdiction and approval of the Bankruptcy Court under sections 330 and 331 of the Bankruptcy Code. In the event that any of the sellers becomes a debtor under the Bankruptcy Code and BAS' engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and expenses of BAS hereunder as promptly as practicable in accordance with the terms hereof.

We are pleased to accept this engagement and look forward to working with the Company. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter, which shall thereupon constitute a binding agreement (subject to the requirement of bankruptcy court approval of continued employment in the event any of the sellers becomes a debtor in a chapter 11 case).

Very truly yours,

BANC OF AMERICA SECURITIES LLC

By: _____
Name: Barry A. Craig
Title: Managing Director

Accepted and Agreed to
as of the date first written above:

"THE COMPANY"
By: SUNBEAM CORPORATION

By: Steven I. Hie
Name: Steven I. Hie
Title: Sr. Vice President and
General Counsel

10754218

Schedule I
Indemnification Agreement

The Company agrees to indemnify BAS, any controlling person of BAS within the meaning of Section 18 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, and each of their respective directors, officers, employees, agents, affiliates and representatives (each an "Indemnified Party") and hold each of them harmless against any and all losses, claims, damages, expenses, liabilities, joint or several (collectively, "Liabilities") to which the Indemnified Parties may become directly or indirectly, arising out of, or relating to, the letter agreement to which this Schedule I is attached (the "Letter Agreement") or BAS' services thereunder, unless it is finally judicially determined that the Liabilities resulted from the bad faith, self-dealing (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement), breach of fiduciary duty (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement), gross negligence, willful misconduct, or malpractice arising from the foregoing (other than ordinary negligence) of any Indemnified Party. The Company further agrees to reimburse each Indemnified Party immediately upon request for all reasonable expenses (including reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for, defense of, or providing evidence in any action, claim, suit, proceeding or investigation, directly or indirectly, arising out of or relating to, the Letter Agreement or BAS' services thereunder, whether or not pending or threatened and whether or not any indemnified Party is a party to such proceeding. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting claims on behalf of or in right of the Company, directly or indirectly, arising out of, or relating to, the Letter Agreement or BAS' services thereunder, unless it is finally judicially determined that such liability resulted from the bad faith, self-dealing (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement), breach of fiduciary duty (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement), gross negligence, willful misconduct, or malpractice arising from the foregoing (other than ordinary negligence) of such Indemnified Party. In the event that an Indemnified Party is requested or required to appear as a witness in any action brought by or on behalf of or against the Company or any affiliate of the Company, or any Purchaser referred to in the Letter Agreement in which such Indemnified Party is not named as a defendant, the Company agrees to reimburse BAS for all reasonable expense incurred by it in connection with such Indemnified Party's appearing and preparing to appear as such a witness, including, without limitation, the reasonable fees and disbursements of its legal counsel.

The Company agrees that, without BAS' prior written consent which will not be unreasonably withheld, it will not settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, suit, proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not BAS or any other Indemnified Party is an actual or potential party to such claim, action, suit, proceeding or investigation) unless (a) such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from an) liabilities arising out of such claim action suit proceeding or

Investigation, (b) the settlement does not refer to or describe the activities or performance of BAS or any other Indemnified Party and (c) the Company uses reasonable efforts to have the terms of such settlement subject to a confidentiality agreement, or, in the event the Company is a debtor in a bankruptcy case, such settlement, compromise or consent does not cover or increase or augment any claims against any Indemnified Party or establish new claims against any Indemnified Person.

An Indemnified Party shall promptly notify the Company in writing as to any action (an "Action") for which indemnity may be sought, but the omission so to notify the Company will not relieve the Company from any liability which it may have to any Indemnified Party hereunder to the extent that is not materially prejudiced as a result of such failure. After such notice to the Company, the Company shall have the right to assume and thereafter conduct the defense of the Action, shall retain counsel reasonably satisfactory to such Indemnified Party to represent such Indemnified Party in such Action and shall pay as incurred the fees and expenses of such counsel related to such Action. In any Action, any Indemnified Party shall have the right to retain its own separate counsel at such Indemnified Party's own expense and not subject to reimbursement by the Company, provided, however, that the Company shall pay as incurred the fees and expenses of such counsel incurred in connection with investigating, preparing, defending, paying, settling or compromising any Action if (i) the parties to such Action include both the Indemnified Party and the Company and there may be legal defenses available to such Indemnified Party which are different from or additional to those available to the Company; (ii) the use of counsel chosen by the Company to represent both the Company and such Indemnified Party would present such counsel with an actual or potential conflict of interest; (iii) the Company shall not have employed satisfactory counsel to represent the Indemnified Party within a reasonable time after notice of the institution of such Action; or (iv) the Company shall authorize the Indemnified Party to employ separate counsel at the expense of the Company. The Company shall not, in connection with any Action, be liable for the fees and expenses of more than one separate law firm together with any local counsel, for all Indemnified Parties, and in the event that separate counsel is to be retained to represent one or more Indemnified Parties, such separate counsel shall be chosen by BAS.

The Company and BAS agree that if any indemnification or reimbursement sought pursuant to the first paragraph of this Schedule I is for any reason unavailable or insufficient to hold any Indemnified Party harmless (except by reason of the bad faith, self-dealing (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement) breach of fiduciary duty (except to the extent contemplated or authorized pursuant to the provisions of the Letter Agreement), gross negligence, willful misconduct, or malpractice arising from the foregoing (other than ordinary negligence) of the Indemnified Party) then, whether or not BAS is the person entitled to indemnification or reimbursement, the Company and BAS shall contribute to the Liabilities for which such indemnification or reimbursement is held unavailable in such proportion as is appropriate to reflect (a) the relative benefits to the Company on the one hand and BAS on the other hand, in connection with the transaction to which such indemnification or reimbursement relates or (b) if the allocation provided by clause (a) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (a), but also relative fault of the parties as well as any other relevant equitable considerations; provided, however, that

in no event shall the amount to (b) contributed by BAS exceed the fees actually received by BAS under the Letter Agreement. The Company agrees that, for the purposes of this paragraph, the relative benefits to the Company and BAS of the contemplated transaction (whether or not such transaction is consummated) shall be deemed to be in the same proportion that the aggregate consideration payable, exchangeable or transferable (or contemplated to be payable, exchangeable or transferable) in such transaction bears to the fees paid or payable to BAS as financial advisor under the Letter Agreement.

The rights of the Indemnified Parties referred to above shall be in addition to any rights that any Indemnified Party may otherwise have, whether as a matter of contract, operation of law or otherwise.

EXHIBIT C

RETENTION ORDER

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	X	
	:	
AI REALTY MARKETING OF NEW YORK,	:	Chapter 11 Case Nos.
YORK, INC., LASER ACQUISITION CORP.,	:	01-40252 (AJG) through
DDG I, INC., SUNBEAM AMERICAS HOLDING	:	01-40290 (AJG)
LTD., et al.,	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

**ORDER AUTHORIZING AND APPROVING CONTINUED EMPLOYMENT
OF BANC OF AMERICA SECURITIES LLC AS FINANCIAL ADVISOR
TO THE DEBTORS IN CONNECTION WITH PROPOSED SALE OF OSTERPRO**

Upon the application (the "Application") of Sunbeam Products, Inc. and Sunbeam Latin America LLC (together, the "Debtors"), filed with this Court on May 22, 2001, for entry of an order authorizing and approving the continued employment of Banc of America Securities LLC ("BAS") as their sole financial advisor in connection with its proposed sale of OsterPro pursuant to the terms of an engagement letter dated as of September 6, 2000 (as amended and restated pursuant to a letter agreement dated as of May 11, 2001 and annexed as Exhibit A to the Application) (the "Engagement Letter") and upon the supporting Affidavit of Sumner T. Farren, a Vice President of BAS, annexed as Exhibit B to the Application; and it appearing that the relief requested in the Application is necessary and is in the best interests of the estates herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that Application is granted and approved, and in connection therewith and in accordance with section 327(a) of the Bankruptcy Code, each Debtor is hereby authorized to continue to employ and retain BAS as its sole financial advisor in connection with its proposed sale of OsterPro in accordance with the terms of the Engagement Letter, subject to and governed by the terms of this Order in all respects, nunc pro tunc as of March 23, 2001 (provided, however, that services rendered by BAS during the entire length of its employment, including,

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without limitation, those rendered prior to the petition date and those rendered during the period from the petition date through March 23, 2001, shall be considered in determining the reasonableness of BAS' compensation under the Engagement Letter pursuant to § 330 of the Bankruptcy Code); and it is further

ORDERED that all compensation and reimbursement of expenses to be paid to BAS, including, *inter alia*, for indemnification, shall be subject to the approval of this Court based on an application under § 330 and § 331 of the Bankruptcy Code; and it is further

ORDERED that all requests of BAS for payment of indemnity shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that payment of such indemnity conforms with the Engagement Letter and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought, provided, however, that in no event shall BAS be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty, gross negligence, willful misconduct or malpractice arising from the foregoing (other than ordinary negligence); and it is further

ORDERED that in no event shall BAS be indemnified if the Debtors, their estates, or the Committee, asserts a claim for, and a court determines by final order that such claim arose out of, BAS' own bad-faith, self-dealing, breach of fiduciary duty, gross negligence, willful misconduct or malpractice arising from the foregoing (other than ordinary negligence); and it is further

ORDERED that matters expressly contemplated or authorized pursuant to ¶¶ 7-8 of the Engagement Letter shall be expressly permitted pursuant hereto and, accordingly, shall be considered as so authorized in determining the scope of any such indemnity; and it is further

ORDERED that in the event that BAS seeks reimbursement for attorneys' fees from the Debtors pursuant to the Engagement Letter, the invoices and supporting time records shall be included in BAS' own applications (both interim and final) and such invoices and time records

10903162 60801 8470 01712454

shall be subject to the United States Trustee's guidelines for compensation and reimbursement of expenses and the approval of the Bankruptcy Court under the standards of § 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code; and it is further

ORDERED that to the extent that this order is inconsistent with any prior order, pleading, or Engagement Letter with respect to BAS, the terms of this order shall govern.

Dated: New York, New York
June 8, 2001

s/Arthur J. Gonzalez
Honorable Arthur J. Gonzalez
United States Bankruptcy Judge

10600152 68901 8470 01712494

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P. 84/07

JUN-08-2001 12:42 For ISK - No Transmission Information Available WEIL GOTTSCHAL & MANAGES In On Line [0] For ISK * Pg 4/7

EXHIBIT D

BAS EXPENSES

EXHIBIT D

REPRODUCED BY COURTESY, AIRBORNE COMPANY, MEMPHIS, TENNESSEE, FROM THE AIRBORNE COMPANY FILES - ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

Date	Account Number	Account Name	Amount	Balance
06/08/2001	08/15/2001581571236	REISEN OF TROY	26.00	26.00
08/15/2001581571236	08/15/2001581571236	JERRY MORGAN/SERIES OF TRUCK	20.00	46.00
08/15/2001581571236	08/15/2001581571236	JERRY MORGAN/SERIES OF TRUCK	20.00	66.00
08/15/2001581571236	08/15/2001581571236	JERRY MORGAN/SERIES OF TRUCK	20.00	86.00
08/15/2001581571236	08/15/2001581571236	ELISA CRANE	20.00	106.00
08/15/2001581571236	08/15/2001581571236	MIA CRANE	20.00	126.00
08/15/2001581571236	08/15/2001581571236	MICHA CRANE	20.00	146.00
08/15/2001581571236	08/15/2001581571236	MICHA CRANE	20.00	166.00
08/15/2001581571236	08/15/2001581571236	BILL McBRIDE	20.00	186.00
08/15/2001581571236	08/15/2001581571236	MIKE WATSON	20.00	206.00
08/15/2001581571236	08/15/2001581571236	ROBERTSON MERRITT	20.00	226.00
08/15/2001581571236	08/15/2001581571236	312B MERRITT/MERRITT	20.00	246.00
08/15/2001581571236	08/15/2001581571236	KONIKONIK MERRITT	20.00	266.00
08/15/2001581571236	08/15/2001581571236	ROBERTSON MERRITT	20.00	286.00
08/15/2001581571236	08/15/2001581571236	ROBERTSON MERRITT	20.00	306.00
08/15/2001581571236	08/15/2001581571236	ROBERTSON MERRITT	20.00	326.00
08/15/2001581571236	08/15/2001581571236	ROBERTSON MERRITT	20.00	346.00
08/15/2001581571236	08/15/2001581571236	CHAGOLIN MERRITT/MERRITT	20.00	366.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	386.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	406.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	426.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	446.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	466.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	486.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	506.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	526.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	546.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	566.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	586.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	606.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	626.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	646.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	666.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	686.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	706.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	726.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	746.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	766.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	786.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	806.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	826.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	846.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	866.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	886.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	906.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	926.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	946.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	966.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	986.00
08/15/2001581571236	08/15/2001581571236	MERRITT	20.00	1006.00

EXPENSES BY CUSTOMER, EXPENSE CATEGORY, PERIOD, AND FUND STATUS
02/05/2001 -- 11/02/2001 ---- All Expenses on File
Detail Listing

For 15K - Rec'd 11/09 FR BDFH SECURITIES
NDV 05 2001 11:09
In 12:12 on line 131 for Tax + P. 03/05

Customer	ReqCat	Vendor	Inv Date	Inv #	Description	Amount	Status	Debit	Balance	Staff	Reig
0878Z	HRS	FBI	02/01/2001		PERIOD 7/1-7/15/01	221.98	OPEN	0.00	221.98		Y
			07/16/2001		PERIOD 7/16-7/31/01	746.66	OPEN	0.00	746.66		Y
			08/01/2001		PERIOD 7/16-31	50.00	OPEN		50.00		Y
					Totals for FBI	149.00		0.00	149.00		Y
					Totals for CT	149.00		0.00	149.00		Y
					Totals for MSB	149.00		0.00	149.00		Y
					Totals for OT	149.00		0.00	149.00		Y
					Totals for SC	149.00		0.00	149.00		Y
					Totals for 8C	1,275.00		0.00	1,275.00		Y
					Totals for 8E	1,275.00		0.00	1,275.00		Y
					Totals for 8F	1,275.00		0.00	1,275.00		Y
					Totals for 8G	1,275.00		0.00	1,275.00		Y
					Totals for 8H	1,275.00		0.00	1,275.00		Y
					Totals for 8I	1,275.00		0.00	1,275.00		Y
					Totals for 8J	1,275.00		0.00	1,275.00		Y
					Totals for 8K	1,275.00		0.00	1,275.00		Y
					Totals for 8L	1,275.00		0.00	1,275.00		Y
					Totals for 8M	1,275.00		0.00	1,275.00		Y
					Totals for 8N	1,275.00		0.00	1,275.00		Y
					Totals for 8O	1,275.00		0.00	1,275.00		Y
					Totals for 8P	1,275.00		0.00	1,275.00		Y
					Totals for 8Q	1,275.00		0.00	1,275.00		Y
					Totals for 8R	1,275.00		0.00	1,275.00		Y
					Totals for 8S	1,275.00		0.00	1,275.00		Y
					Totals for 8T	1,275.00		0.00	1,275.00		Y
					Totals for 8U	1,275.00		0.00	1,275.00		Y
					Totals for 8V	1,275.00		0.00	1,275.00		Y
					Totals for 8W	1,275.00		0.00	1,275.00		Y
					Totals for 8X	1,275.00		0.00	1,275.00		Y
					Totals for 8Y	1,275.00		0.00	1,275.00		Y
					Totals for 8Z	1,275.00		0.00	1,275.00		Y

P.04/05

NOV 03 2001 11:11 TR BQFA SECURITIES
For TRK - Rpt 1/05/2001 10:44 in 12:12 on line 131 for TRK * P.04/05

Customer: 06187

Vendor: TRK

Inv. \$: 17.00

Description: CAB/WOMEN LAUN

Inv. Date: 04/23/2001

Amount: 17.00

Status: OPEN

Balance: 17.00

Staff: CC

Reimburse: Y

04/23/2001 CAB/WOMEN LAUN 17.00 OPEN 17.00 CC Y

04/23/2001 MED/LAUN FIVE WASH 8.57 OPEN 8.57 BE Y

04/24/2001 CAB/O'NEAL AIRPORT 34.00 OPEN 34.00 CC Y

04/24/2001 MEMAL/TENNESSEE 44.37 OPEN 44.37 CC Y

04/24/2001 AIRPORT/CHICAGO/WASHTVILLE 111.25 OPEN 111.25 CC Y

04/24/2001 HOTEL/TENNESSEE 103.94 OPEN 103.94 CC Y

04/24/2001 AVIS/WASHTVILLE 204.36 OPEN 204.36 CC Y

04/25/2001 MEMAL/TENNESSEE 38.44 OPEN 38.44 CC Y

04/26/2001 CAB/INDIANY AIRPORT 33.00 OPEN 33.00 CC Y

04/26/2001 MEDAL/WASHTVILLE AIRPORT 8.39 OPEN 8.39 CC Y

04/26/2001 BUREAU/TENNESSEE 5.58 OPEN 5.58 CC Y

04/26/2001 AIRPORT/WASHTVILLE/CHGO 115.75 OPEN 115.75 CC Y

04/26/2001 ADV'L. INT./WASHTVILLE/CHGO 2.00 OPEN 2.00 CC Y

04/28/2001 CAB/O'NEAL AIRPORT 31.00 OPEN 31.00 CC Y

04/29/2001 CAB/LAUN FIVE WASH 15.00 OPEN 15.00 CC Y

04/30/2001 AIRPORT/CHGO/WASHTVILLE 111.25 OPEN 111.25 CC Y

04/30/2001 BUREAU/INDIANY 192.98 OPEN 192.98 CC Y

04/30/2001 CAB/O'NEAL AIRPORT 30.00 OPEN 30.00 SF Y

04/30/2001 MEDAL 6.34 OPEN 6.34 SF Y

04/30/2001 AIRPORT/CHGO/WASHTVILLE 111.25 OPEN 111.25 SF Y

04/30/2001 LOGGING/WASHTVILLE 162.57 OPEN 162.57 SF Y

05/01/2001 BUREAU/4/10-5/1 115.75 OPEN 115.75 CC Y

05/01/2001 AIRPORT/WASHTVILLE/INDIANY 8.28 OPEN 8.28 SF Y

05/01/2001 CAB/INDIANY AIRPORT 34.00 OPEN 34.00 CC Y

05/01/2001 MEDAL/WASHTVILLE 7.79 OPEN 7.79 SF Y

05/01/2001 CAB/INDIANY TO HOME 38.00 OPEN 38.00 SF Y

05/01/2001 AIRPORT/WASHTVILLE/CHGO 215.75 OPEN 215.75 SF Y

05/04/2001 CELL PHONE ONLY 38.35 CC Y

05/04/2001 MEDAL/ST/LAUN FIVE WASH 36.32 OPEN 36.32 SF Y

05/09/2001 AIR PHONE ONLY RE CABNET 68.42 OPEN 68.42 BAC Y

06/05/2001 CAB/LAUN FIVE WASH 14.00 OPEN 14.00 CC Y

06/05/2001 DUNBAR/CC/LAUN FIVE WASH 18.39 OPEN 18.39 SF Y

06/12/2001 CAB/INDIANY AIRPORT 24.00 OPEN 24.00 CC Y

06/18/2001 AIRPORT/CHGO/WASHTVILLE 115.75 OPEN 115.75 CC Y

06/18/2001 BUREAU BUREAU 76.54 OPEN 76.54 CC Y

06/19/2001 LOGGING/WASHTVILLE, TENN 189.39 OPEN 189.39 CC Y

06/19/2001 AIRPORT/WASHTVILLE/CHGO 115.75 OPEN 115.75 CC Y

06/19/2001 MEMAL/WASHTVILLE 27.25 OPEN 27.25 CC Y

06/19/2001 CAB/INDIANY TO HOME 35.00 OPEN 35.00 CC Y

06/19/2001 CAB/LAUN FIVE WASH 21.00 OPEN 21.00 SF Y

06/19/2001 CAB/INDIANY AIRPORT 30.00 OPEN 30.00 SF Y

06/19/2001 CHGO/WASHTVILLE, TN 115.75 OPEN 115.75 SF Y

06/19/2001 BUREAU/TENNESSEE 47.52 OPEN 47.52 SF Y

06/19/2001 SF/CHGO/WASHTVILLE 115.75 OPEN 115.75 SF Y

06/19/2001 MEDAL/AIRPORT 2.18 OPEN 2.18 SF Y

06/19/2001 BEST WESTERN/TENNESSEE 46.38 OPEN 46.38 SF Y

06/19/2001 BUREAU/TENNESSEE 4.60 OPEN 4.60 SF Y

06/19/2001 BUREAU/CHGO 109.75 OPEN 109.75 SF Y

06/19/2001 CAB/O'NEAL TO HOME 43.00 OPEN 43.00 SF Y

06/19/2001 LOGGING/BEST WESTERN 46.32 OPEN 46.32 SF Y

11/02/2001

EMERGES BY CUSTOMER, EMPHASIS CUSTOMER, VENDOR, AND P/MC STATUS
02/06/2001 -- 11/02/2001 ---- All Regresses on File
Recall Listing

TOP
TOP
TOP

P.05/05

NOV 08 2001 11:13 FR BOPA SECURITIES
For TRK - Ref'd 11/05/2001 10:44 in 12:12 of line 01 for TRK * Pg 6/6
312 987 3789 TO 97068212

Customer	Emp/Cat	Vendor	Inv Date	Inv #	Description	Amount	Status	Debit/Paid	Balance	Staff	Rel/Ret/2001?
06788	TEB	TEB	07/13/2001		FORWARDING/CRMS GIVE	45.00	OPEN		45.00	OC	Y
			07/18/2001		CELL PHONE CALLS	13.97	OPEN		13.97	OC	Y
			07/23/2001		CELL/FAAX WITH WORK	20.00	OPEN		20.00	SP	Y
			07/23/2001		CELL PHONE CALLS	20.17	OPEN		20.17	SP	Y
			07/28/2001		CELL/PHONE AIRPORT	30.00	OPEN		30.00	SP	Y
			07/28/2001		CELL/PHONE AIRPORT	4.34	OPEN		4.34	SP	Y
			07/28/2001	755483806	CELL/PHONE AIRPORT	110.58	OPEN		110.58	SP	Y
			07/28/2001		CELL/MANVILLE	7.84	OPEN		7.84	SP	Y
			07/28/2001		CELL/MIDWAY AIRPORT	30.00	OPEN		30.00	SP	Y
			07/28/2001	766311863	MANVILLE/CHICAGO	115.75	OPEN		115.75	SP	Y
			07/28/2001		WESTERN CR	100.00	OPEN		100.00	SP	Y
			08/02/2001		CELL/MIDWAY TO HOME	30.00	OPEN		30.00	SP	Y
			08/02/2001	767496361	AIRPORT/MIDWAY/INDIANVILLE	115.75	OPEN		115.75	SP	Y
			08/02/2001		CELL/AIRPORT TO RETEL-IN	20.00	OPEN		20.00	SP	Y
			08/02/2001		WESTERN-MANVILLE	162.57	OPEN		162.57	SP	Y
			08/02/2001		INDIANVILLE RIVER WORK	30.38	OPEN		30.38	OC	Y
			08/03/2001		CELL/MANVILLE AIRPORT	2.70	OPEN		2.70	SP	Y
			08/03/2001		CELL/PHONE TO HOME	30.00	OPEN		30.00	SP	Y
			08/03/2001	7381004	AIRPORT/MANVILLE/PHONE	263.75	OPEN		263.75	SP	Y
			08/04/2001		CELL/FAAX WITH WORK	20.00	OPEN		20.00	SP	Y
			08/07/2001		INDIANVILLE/INDIANVILLE	145.74	OPEN		145.74	RMC	Y
			08/08/2001		CELL/PHONE AIRPORT	30.00	OPEN		30.00	SP	Y
			08/08/2001		INDIANVILLE/PHONE WORK	148.81	OPEN		148.81	SP	Y
			08/08/2001	755484572	AIRPORT/PHONE/PT. LAKESIDE	625.59	OPEN		625.59	SP	Y
			08/08/2001	15164863	AVES RENOVAL-PT. LAKESIDE	106.84	OPEN		106.84	SP	Y
			08/09/2001		INDIANVILLE, BOOK XAVIN	101.00	OPEN		101.00	SP	Y
			08/09/2001		CELL/PHONE TO HOME	30.00	OPEN		30.00	SP	Y
			08/09/2001	755485040	AIRPORT/AIRPORT/PHONE	643.75	OPEN		643.75	SP	Y
			08/23/2001		CELL PHONE CALLS	33.06	OPEN		33.06	SP	Y
					Totals for TEB.....	10,069.99		-637.60	10,707.59		
					Totals for TEB.....	10,069.99		-637.60	10,707.59		
					Totals for 06788.....	14,775.50		-637.60	15,413.10		

EXHIBIT E

MBR&M LEGAL FEES AND EXPENSES

Mayer, Brown, Rowe & Maw

190 South LaSalle Street
Chicago, Illinois 60603-3441

Invoice Number 10078003

I.R.S. No.: 36-1447220

Bank of America, N.A.
100 North Tryon Street
Charlotte, NC 28255

Attn: Sumner Farren

October 17, 2002

For professional services rendered for the period ended September 17, 2002 per the attached detail

Re: In Re: AI Realty Marketing of New York, Inc.; Laser Acquisition Corp.;
Matter No: 01712454

Fees	\$35,332.50
Other Charges	<u>1,919.55</u>
Total Fees and Other Charges	<u>\$37,252.05</u>

Timekeeper Summary

<u>Rank</u>	<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner	Thomas Kiriakos	57.60 hours @	454.00	26,140.50
Associate	Stephen Brown	24.30 hours @	290.00	7,043.50
Associate	David Hillman	4.30 hours @	340.00	1,462.00
Paralegal	Andrew Connor	4.20 hours @	163.00	686.50
Total Legal Fees		90.40		\$35,332.50

Other Charges

Westlaw Research	441.31
Document Reproduction	211.80
Document Delivery	5.25
Document Delivery - Chicago	33.00
Messenger	
Telephone - Outside	29.79
Facsimile Transmission - Local	1,147.64
Mailing Charges - Outside	3.04
Document Delivery	47.72

Total Other Charges **\$1,919.55**

01712454

Page 2

Bank of America Customer Pay
 In Re: Ai Realty Marketing of New York, Inc.; Laser Acquisition Corp.;

Kiriakos, Thomas S.

<u>Date</u>	<u>Timekeeper Name</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>Hours</u>
03/27/01	Kiriakos, Thomas S.	Telephone calls relating to filed motion for BAS retention with Pagano (.20), E. Baird of Bank of America (.20), and Pagano.	0.60
03/28/01	Kiriakos, Thomas S.	Telephone call with Baird (.20) and then with Sunbeam lawyer (.20) re: status of and future approach regarding retention issue; telephone calls with Pagano re: same (.20); review of precedent affidavit (.20); began work on supplemental court papers (.40).	1.20
03/28/01	Kiriakos, Thomas S.	Matters relating to status of retention.	0.40
03/29/01	Kiriakos, Thomas S.	e-mails to Sunbeam's lawyers re: status and delivery of conflicts search list (.10); e-mails to E. Baird re: same (.10); work on supplemental 327 papers (.40).	0.80
03/30/01	Kiriakos, Thomas S.	Work on supplemental retention court papers (.30); telephone call with Sunbeam lawyer re: issues pertaining to same (.10); office conference with Joe Brown re: updating our research (.20).	0.60
04/01/01	Brown, Stephen J.	Research and writing on application of Section 327 to proposed retention of BAS as debtor's investment advisor.	1.70
04/02/01	Brown, Stephen J.	Continued research into application of Section 327 to BAS' proposed retention (1.30); meeting with T. Kiriakos to discuss findings (.20).	1.50
04/02/01	Kiriakos, Thomas S.	Reviewed research results (.10) and office conference (.20) with Joe Brown re: same; work on supplemental court papers (.20); voice mail to E. Baird re: conflicts check and voice mail to Sunbeam's counsel re: promised case law (.10).	0.60
04/03/01	Kiriakos, Thomas S.	Work on supplemental court papers.	0.40
04/04/01	Kiriakos, Thomas S.	Completed draft of supplement of retention motion (1.10); prepared draft of retention order (.10); revised draft affidavit re: retention (1.80); reviewed case law provided by Sunbeam's lawyers (.40); prepared cover memo re: same and sent everything to E. Baird (.20).	3.60
04/05/01	Kiriakos, Thomas S.	Telephone call with George Davis (WGM) re: Sunbeam's present thinking on retention of BAS (.20); voice mail to E. Baird re: same (.10).	0.30

Mayer, Brown, Rowe & Maw

01712464

Bank of America Customer Pay
In Re: Ai Realty Marketing of New York, Inc.; Laser Acquisition Corp.;

Page 3

Kiriakos, Thomas S.

<u>Date</u>	<u>Timekeeper Name</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>Hours</u>
04/09/01	Kiriakos, Thomas S.	Communications (e.g., w/Davis & Baird) re: status of retention issue (.40); follow-up work on affidavit (.40)	0.80
04/10/01	Kiriakos, Thomas S.	t/c w/Sunbeam lawyer (Lori Fife) re: status of retention papers (.20); e-mail to Fife re: same (.20); t/cs with other Sunbeam Lawyer (Green) re: same (.40); review of draft U.S. trustee objection to assumption motion (.20); review of revised Wasserstein retention letter (.20); e-mail to BAS team re: status (.40); revisions to draft Farren affidavit (.60); began to outline possible revisions to retention letter (.40)	2.60
04/11/01	Kiriakos, Thomas S.	t/c with Sunbeam lawyer (Green) re: retention issues (.20); review of Zolfo Cooper retention court papers, including re: indemnity (.20)	0.40
04/12/01	Kiriakos, Thomas S.	t/c with BofA team (Baird, et al) re: status of retention (.30); follow-up t/c with Farren re: same (.10)	0.40
04/13/01	Kiriakos, Thomas S.	Revisions to draft Farren affidavit and began revisions to restated retention letter (1.80); o/c with E. Baird re: status of matter (.30); voicemail to Sunbeam's lawyer (Green) re: same (.10)	2.00
04/16/01	Kiriakos, Thomas S.	Telephone call with Ass't U.S. Trustee (P. Schwartzberg) re: status of matter (.20); e-mails and voicemails to BAS team (Farren, et al. re: same) (.20); began revisions to draft of restated retention letter (1.00) and Farren affidavit (.50)	1.90
04/17/01	Kiriakos, Thomas S.	Telephone call with E. Baird re: status (.10); substantial revisions to drafts of revised retention letter (1.20) and Farren affidavit (1.20); t/c with S. Farren re: same (.10); review of court's order re: Wasserstein (.20)	2.80
04/19/01	Kiriakos, Thomas S.	Telephone call with S. Farren re: status of engagement	0.30
04/20/01	Kiriakos, Thomas S.	Telephone call with E. Baird re: status of engagement.	0.20
04/24/01	Kiriakos, Thomas S.	Telephone calls with E. Baird and S. Farren re: affidavit and engagement letter issues (.30); revisions to form of engagement letter (1.10); revisions to form of affidavit (.40); transmittal letter to Schwartzberg re: same (.10); telephone call with Schwartzberg re: same (.10); voice mail to Greer requesting Chanin order.	2.00
04/25/01	Kiriakos, Thomas S.	Reviewed Chanin order (.10); prepared draft of order re: retention of BAS (1.50) and transmittal letter re: same (.10); telephone call with E. Baird re: same (.10).	1.80

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 In Re: AI Realty Marketing of New York, Inc.; Laser Acquisition Corp.;

Kiriakos, Thomas S.

<u>Date</u>	<u>Timekeeper Name</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>Hours</u>
04/26/01	Kiriakos, Thomas S.	Voice mail from Schwartzberg re: status of U.S. Trustee; review and e-mail to BofA team re: same.	0.20
04/30/01	Kiriakos, Thomas S.	Telephone call with Paul Schwartzberg re: U.S. Trustee's comments on retention (.30); telephone call with Sumner Farren re: same (.30); voice mail to Elizabeth Baird re: same (.10); telephone call with Brian Greer of WGM re: same (.20); began reworking papers (.40).	1.30
05/01/01	Connor, Andrew A.	Obtain various Sunbeam pleadings per T. Kiriakos (.40); forward to S. Farren (.10).	0.50
05/01/01	Kiriakos, Thomas S.	Telephone call with Farren re: open issues (.30); telephone call with Paul Schwartzburg re: open issues (.20); e-mail to BofA team re: same (.20); revisions to retention letter, Section 327 affidavit and approval order and transmittal letter re: same (2.60); voice mails to Baird and Farren (.30) re: same.	3.40
05/03/01	Kiriakos, Thomas S.	Multiple telephone calls with S. Farren and P. Schwartzberg and Brian Greer re: conference call with U.S. Trustee; voice mail messages to Baird re: same.	1.20
05/04/01	Kiriakos, Thomas S.	Telephone call with S. Farren and other matters re: preparation for call with U.S. Trustee (.40); participated in call with U.S. Trustee (.40); voice mail to E. Baird re: same (.10); follow up telephone call with S. Farren re: U.S. Trustee call (.20); voice mail from Farren re: business side sign-off (.10).	1.20
05/07/01	Kiriakos, Thomas S.	Voice mails to and from E. Baird re: status (.10); voice mails to P. Schwartzberg re: status (.10); telephone call with Brian Greer re: status (.10); voice mail to S. Farren re: status (.10).	0.40
05/09/01	Kiriakos, Thomas S.	E-mail to Brian Greer re: outstanding information required (.10); work on revising documents (.60).	0.70
05/10/01	Kiriakos, Thomas S.	Telephone call with S. Farren re: status.	0.20
05/11/01	Kiriakos, Thomas S.	Revisions to affidavit (.40); work on revising other papers (.30).	0.70
05/16/01	Kiriakos, Thomas S.	Completed revisions to order and engagement letter (1.80); telephone calls and e-mail to Colucci re: engagement letter; letter to P. Schwartzberg re: documents (.20); e-mail to WGM (Davis/Greer) re: status (.20).	2.50

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Kiriakos, Thomas S.

In Re: Ai Realty Marketing of New York, Inc.; Laser Acquisition Corp.;

<u>Date</u>	<u>Timekeeper Name</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>Hours</u>
05/17/01	Kiriakos, Thomas S.	Follow-up matters re: application, including telephone calls with Christian Colucci re: examination of amended and restated engagement letter.	0.50
05/18/01	Kiriakos, Thomas S.	Prepared and sent subsidiary order to WGM (.20); follow-up with Colucci.	0.50
05/21/01	Kiriakos, Thomas S.	Follow-up matters re: status of court filings (.30); telephone call with S. Farren re: same (.30).	0.60
05/22/01	Kiriakos, Thomas S.	Additional follow-up matters re: filings.	0.30
05/23/01	Kiriakos, Thomas S.	Telephone call with Paul Schwartzberg re: U.S. Trustee's new comments to form of order (.30); additional matters re: same, including research of related legal issue (.80).	1.10
05/24/01	Kiriakos, Thomas S.	Revisions to form of order and transmittal letter to Schwartzberg re: same (.40); voice mail from Schwartzberg re: same (.10); additional revisions to form of order and transmittal letter to Schwartzberg (.80); additional research on related legal issue (.40); follow-up calls to S. Farren re: same (.30).	1.80
05/25/01	Kiriakos, Thomas S.	Telephone call with E. Baird re: status of matter.	0.30
05/30/01	Kiriakos, Thomas S.	Voice mail to Schwartzberg re: U.S. Trustee's position re: form of order (.10); telephone call with Schwartzberg re: same (.30); follow up telephone call with Schwartzberg re: same (.10); revision to form of order and transmittal letter re: same (.40); voice mail to E. Baird re: status (.10); telephone call with S. Farren re: same (.20).	1.20
05/31/01	Kiriakos, Thomas S.	E-mail to Hillman re: covering hearing and read reply re: same.	0.20
06/01/01	Kiriakos, Thomas S.	Matters relating to 6/5 hearing, including revisions to form of orders, communications w/Hillman re: hearing; etc.	2.20
06/04/01	Connor, Andrew A.	Review Sunbeam dockets re objections to retention applications per T. Kiriakos; telephone call with Judge Gonzalez' chambers re same; office conference with T. Kiriakos re foregoing.	0.30
06/04/01	Hillman, David M.	Teleconference with T. Kiriakos re: engagement letter; review pleadings re: same; review T. Kiriakos letters to UST.	1.00

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Kiriakos, Thomas S.

<u>Date</u>	<u>Timekeeper Name</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>Hours</u>
06/04/01	Kiriakos, Thomas S.	Matters re: preparing Hillman to cover 6/5/01 hearing, including telephone calls with Hillman (1.40); matters relating to maintenance of screen and communications on the record, including e-mails to and from Elizabeth Baird (.60); prepared summary of paragraphs 7-8 of engagement letter and transmittal letter to Paul Schwartzberg re: same (1.10); other matters re: 6/05/01 hearing, including telephone call with Farren re: same (.60).	3.70
06/05/01	Hillman, David M.	Prepare for hearing; review pleadings; teleconference with debtor's counsel, travel to court; attend hearing; several office conferences with UST; follow-up with T. Kiriakos re: status; draft letter to Elizabeth Baird re: status.	3.30
06/05/01	Kiriakos, Thomas S.	Voice mail from Hillman re: results of hearing (.10); telephone call with Farren re: same (.20); voice mail to E. Baird re: same (.10); reviewed Hillman correspondence and other matters re: same (.10).	0.50
06/06/01	Kiriakos, Thomas S.	Matters relating to confirming sale of 19,100 shares of Sunbeam stock, including e-mails to and from BAS representatives re: same and letter to Brian Greer re: same.	2.30
06/07/01	Connor, Andrew A.	Review Sunbeam docket re sales procedures pleadings per T. Kiriakos; follow-up with T. Kiriakos re same.	0.80
06/07/01	Kiriakos, Thomas S.	Reviewed letter from WGM to Judge re: sale of Sunbeam stock and sent same to clients (.20); telephone call with S. Farren and C. Colucci re: break-up fees and other auction matters (.50); reviewed file matters re: same and letter to Farren/Colucci re: same (1.80).	2.50
06/12/01	Kiriakos, Thomas S.	Telephone call with Sumner Farren re: sale issues.	0.50
06/13/01	Kiriakos, Thomas S.	Follow-up telephone call with Sumner Farren re: possible sale issues.	0.30
07/02/01	Kiriakos, Thomas S.	Emails to and from S. Farren re: 6/29/01 filing of auction papers.	0.30
07/13/01	Kiriakos, Thomas S.	Initial review of auction papers; email to Sunbeam's lawyers re: any objections to same.	1.80
07/18/01	Kiriakos, Thomas S.	Matters re: Wahl objection, including telephone call with S. Farren re: same.	0.30
07/18/01	Kiriakos, Thomas S.	Telephone call with Farren re: various issues relating to auction procedures and	0.30

<u>Date</u>	<u>Timekeeper Name</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>Hours</u>
		interest of Wahl.	
07/08/02	Brown, Stephen J.	Meeting initial briefing with T. Kiriakos re fee application.	0.40
07/09/02	Brown, Stephen J.	Review and organization of materials.	0.60
07/11/02	Brown, Stephen J.	Start of drafting of Sunbeam Fee Application (3.00); collection of background materials (.9).	3.90
07/11/02	Connor, Andrew A.	Obtain pleadings from Sunbeam per J. Brown.	0.40
07/12/02	Brown, Stephen J.	Completion of first draft of fee application (1.9); study of materials and statutes (1.1).	3.00
07/12/02	Connor, Andrew A.	Obtain Sunbeam confirmation information per J. Brown.	0.30
07/15/02	Brown, Stephen J.	Revision of Sunbeam fee application.	0.70
07/16/02	Brown, Stephen J.	Research into Section 327 issue relating to preparation of fee application.	2.20
07/17/02	Brown, Stephen J.	Additional review of expense reports to check accordance with retention order.	0.30
08/20/02	Brown, Stephen J.	Follow-up on Sunbeam fee application and research into SDNY law towards retention related legal fees.	2.50
08/20/02	Connor, Andrew A.	Obtain fee precedent from SDNY per J. Brown; follow up with J. Brown re same.	0.50
09/04/02	Brown, Stephen J.	Revision of fee application; research and distribution.	2.80
09/04/02	Connor, Andrew A.	Obtain fee application procedural information per J. Brown.	0.30
09/04/02	Kiriakos, Thomas S.	Reviewed and commented upon draft of fee application (including specific revisions thereto) (.50); follow-up office conference with Joe Brown re: same (.10).	0.60
09/05/02	Kiriakos, Thomas S.	Follow-up matters re: final application for payment, including communications with Farnen re: affidavit provisions.	0.20

Mayer, Brown, Rowe & Maw

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 Kiriakos, Thomas S.

<u>Date</u>	<u>Timekeeper Name</u>	<u>DESCRIPTION OF LEGAL SERVICES</u>	<u>Hours</u>
09/10/02	Brown, Stephen J.	Distribution of fee application.	0.10
09/13/02	Brown, Stephen J.	Changes to Sunbeam fee application in response to comments from Debtor's counsel.	2.00
09/13/02	Connor, Andrew A.	Obtain fee order precedent; conduct related research per J. Brown.	0.50
09/16/02	Brown, Stephen J.	Finish of BAS fee application and draft to T. Kiriakos.	1.00
09/16/02	Connor, Andrew A.	Obtain fee procedure information per T. Kiriakos and J. Brown.	0.30
09/16/02	Kiriakos, Thomas S.	Reviewed and revised draft of final fee application.	0.30
09/17/02	Brown, Stephen J.	Effecting edits and instructions of T. Kiriakos in respect of fee application; analysis of New York local guidelines.	1.50
09/17/02	Connor, Andrew A.	Obtain local fee guidelines per J. Brown.	0.30
Total Hours			90.40

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Kiriakos, Thomas S.

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OTHER CHARGES

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
03/30/01	Document Reproduction	31	4.65
04/01/01	Westlaw Research Westlaw Research performed by BROWN,STEPHEN J		88.19
04/02/01	Westlaw Research Westlaw Research performed by BROWN,STEPHEN J		27.68
04/02/01	Document Reproduction	25	3.75
04/02/01	Document Reproduction	20	3.00
04/10/01	Facsimile Transmission - Local Call placed to 17043866453	12	12.60
04/10/01	Facsimile Transmission - Local Call placed to 9873789	12	12.00
04/10/01	Facsimile Transmission - Local Call placed to 17043772033	12	12.60
04/11/01	Document Reproduction	9	1.35
04/11/01	Document Reproduction	3	0.45
04/12/01	Document Reproduction		0.15
04/12/01	Facsimile Transmission - Local Call placed to 17043423419	31	32.80
04/12/01	Facsimile Transmission - Local Call placed to 1704342341991704	20	21.80
04/13/01	Facsimile Transmission - Local Call placed to 13127088232	20	21.05
04/17/01	Document Reproduction		0.15
04/17/01	Document Reproduction	2	0.30
04/17/01	Document Reproduction		0.15
04/17/01	Facsimile Transmission - Local Call placed to 9873789	16	16.00
04/17/01	Facsimile Transmission - Local Call placed to 17043866453	16	16.75
04/17/01	Facsimile Transmission - Local Call placed to 9873789	16	16.00
04/23/01	Document Reproduction	28	4.20

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Kiriakos, Thomas S.

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OTHER CHARGES

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
04/23/01	Document Reproduction	3	0.45
04/24/01	Document Reproduction	53	7.95
04/24/01	Document Reproduction	4	0.60
04/24/01	Document Reproduction	39	5.85
04/24/01	Facsimile Transmission - Local Call placed to 12123108353	39	41.55
04/24/01	Facsimile Transmission - Local Call placed to 17043866453	39	41.55
04/24/01	Facsimile Transmission - Local Call placed to 12126682255	39	42.15
04/24/01	Facsimile Transmission - Local Call placed to 9873789	39	39.00
04/25/01	Document Reproduction	5	0.75
04/25/01	Facsimile Transmission - Local Call placed to 12123108353	5	5.45
04/25/01	Facsimile Transmission - Local Call placed to 12126682255	5	5.80
04/25/01	Facsimile Transmission - Local Call placed to 17043772033	5	5.45
04/25/01	Facsimile Transmission - Local Call placed to 17043866453	5	5.45
04/25/01	Facsimile Transmission - Local Call placed to 9873789	5	5.00
04/26/01	Document Reproduction	11	1.65
04/27/01	Document Reproduction		0.15
04/27/01	Document Reproduction	2	0.30
05/01/01	Document Reproduction		0.15
05/01/01	Document Reproduction		0.15
05/01/01	Document Reproduction	5	0.75
05/01/01	Facsimile Transmission - Local Call placed to 17043866453	36	37.95
05/01/01	Facsimile Transmission - Local	36	38.25

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Kiriakos, Thomas S.

OTHER CHARGES

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
	Call placed to 12128682255		
05/01/01	Facsimile Transmission - Local Call placed to 9873789	38	36.00
05/01/01	Facsimile Transmission - Local Call placed to 12123108353	38	38.10
05/01/01	Facsimile Transmission - Local Call placed to 17043772033	37	39.10
05/02/01	Document Reproduction	6	0.76
05/02/01	Document Reproduction	2	0.30
05/02/01	Document Reproduction	2	0.30
05/02/01	Document Reproduction	3	0.45
05/02/01	Document Reproduction	93	4.95
05/02/01	Facsimile Transmission - Local Call placed to 9873789	4	4.00
05/02/01	Facsimile Transmission - Local Call placed to 12123108353	5	5.30
05/02/01	Facsimile Transmission - Local Call placed to 9873789	5	5.00
05/02/01	Facsimile Transmission - Local Call placed to 17043866453	5	5.30
05/02/01	Facsimile Transmission - Local Call placed to 17043866453	25	28.65
05/02/01	Facsimile Transmission - Local Call placed to 17043772033	26	27.80
05/02/01	Facsimile Transmission - Local Call placed to 9873789	25	25.00
05/02/01	Facsimile Transmission - Local Call placed to 9873789	4	4.00
05/02/01	Facsimile Transmission - Local Call placed to 17043866453	5	5.30
05/02/01	Facsimile Transmission - Local Call placed to 9873789	25	25.00
05/02/01	Facsimile Transmission - Local	4	4.30

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OTHER CHARGES

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
	Call placed to 17043772033		
05/02/01	Document Delivery Documents delivered to New York, NY by THOMAS S. KIRIAKOS		7.97
05/03/01	Document Reproduction		0.15
05/03/01	Document Reproduction	27	4.05
05/06/01	Document Delivery Inv#: 05060100863 Vendor:COMET MESSENGER - DOCUMENTS SHIPPED ON 05/02/01 TO CHICAGO IL		5.25
05/08/01	Document Reproduction	8	1.20
05/09/01	Document Reproduction		0.15
05/09/01	Document Reproduction	9	1.35
05/09/01	Document Reproduction		0.15
05/09/01	Document Reproduction	2	0.30
05/09/01	Document Reproduction		0.15
05/11/01	Document Delivery - Chicago Messenger CHICAGO MESSENGER-DOCUMENTS DELIVERED TO CHICAGO		5.50
05/16/01	Document Reproduction	87	13.05
05/16/01	Document Delivery - Chicago Messenger CHICAGO MESSENGER-DOCUMENTS DELIVERED TO CHICAGO		5.50
05/16/01	Facsimile Transmission - Local Call placed to 17043866453	36	37.95
05/16/01	Facsimile Transmission - Local Call placed to 12128882255	36	37.95
05/16/01	Facsimile Transmission - Local Call placed to 17043772033	36	38.10
05/16/01	Facsimile Transmission - Local Call placed to 12123108353	36	37.95
05/16/01	Facsimile Transmission - Local Call placed to 9873789	36	36.00
05/16/01	Mailing Charges - Outside Documents delivered to New York, NY by THOMAS S. KIRIAKOS	4	3.04
05/17/01	Facsimile Transmission - Local Call placed to 12123108007	25	26.35

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Kiriakos, Thomas S.

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<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
05/17/01	Document Delivery Documents delivered to New York, NY by THOMAS S. KIRIAKOS		7.97
05/23/01	Document Reproduction	498	74.70
05/23/01	Document Delivery - Chicago Messenger CHICAGO MESSENGER-DOCUMENTS DELIVERED TO CHICAGO		11.00
05/23/01	Document Delivery Documents delivered to Charlotte, NC by THOMAS S. KIRIAKOS		7.84
05/23/01	Document Delivery Documents delivered to New York, NY by THOMAS S. KIRIAKOS		7.97
05/24/01	Document Reproduction	4	0.60
05/24/01	Document Reproduction	8	1.20
05/24/01	Document Delivery - Chicago Messenger CHICAGO MESSENGER-DOCUMENTS DELIVERED TO CHICAGO		5.50
05/24/01	Facsimile Transmission - Local Call placed to 12126682255	7	7.89
05/24/01	Facsimile Transmission - Local Call placed to 12123108353	7	7.89
05/24/01	Facsimile Transmission - Local Call placed to 9873789	7	7.00
05/24/01	Facsimile Transmission - Local Call placed to 17043772033	7	7.89
05/24/01	Facsimile Transmission - Local Call placed to 17043886453	7	7.89
05/24/01	Facsimile Transmission - Local Call placed to 17043772033	9	9.89
05/24/01	Facsimile Transmission - Local Call placed to 12126682255	8	8.89
05/24/01	Facsimile Transmission - Local Call placed to 9873789	8	8.00
05/24/01	Facsimile Transmission - Local Call placed to 17043886453	8	8.89
05/24/01	Facsimile Transmission - Local Call placed to 12123108353	8	8.89

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Kiriakos, Thomas S.

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<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
05/24/01	Facsimile Transmission - Local Call placed to 9873789	8	8.00
05/25/01	Document Reproduction		0.15
05/25/01	Document Reproduction	2	0.30
05/29/01	Document Reproduction	8	1.20
05/29/01	Document Reproduction	2	0.30
05/29/01	Document Reproduction	2	0.30
05/30/01	Document Reproduction	10	1.50
05/30/01	Document Reproduction	7	1.05
05/30/01	Facsimile Transmission - Local Call placed to 12126682255	7	7.89
05/30/01	Facsimile Transmission - Local Call placed to 17043866453	7	7.89
05/30/01	Facsimile Transmission - Local Call placed to 9873789	7	7.00
05/30/01	Facsimile Transmission - Local Call placed to 12123108353	7	7.89
05/30/01	Facsimile Transmission - Local Call placed to 9873789	7	7.00
05/30/01	Facsimile Transmission - Local Call placed to 17043772033	7	7.89
05/31/01	Document Reproduction		0.15
05/31/01	Document Reproduction		0.15
05/31/01	Document Reproduction		0.15
05/31/01	Document Reproduction	6	0.90
05/31/01	Document Reproduction	2	0.30
06/01/01	Document Reproduction	3	0.45
06/01/01	Document Reproduction	89	13.35
06/01/01	Document Reproduction	6	0.90
06/01/01	Document Reproduction		0.15
06/01/01	Document Delivery		15.97

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OTHER CHARGES

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
	Documents delivered to New York, NY by THOMAS S. KIRIAKOS		
06/04/01	Document Reproduction		0.15
06/04/01	Document Reproduction	4	0.60
06/04/01	Document Reproduction	2	0.30
06/04/01	Document Reproduction	2	0.30
06/04/01	Document Reproduction	2	0.30
06/04/01	Document Reproduction		0.15
06/04/01	Facsimile Transmission - Local Call placed to 17043866453	3	3.59
06/04/01	Facsimile Transmission - Local Call placed to 12126882255	3	3.59
06/04/01	Facsimile Transmission - Local Call placed to 12123108353	3	3.59
06/04/01	Facsimile Transmission - Local Call placed to 9873789	3	3.00
06/04/01	Facsimile Transmission - Local Call placed to 17043772033	3	3.59
06/04/01	Facsimile Transmission - Local Call placed to 12122621910	3	3.59
06/05/01	Document Reproduction		0.15
06/05/01	Facsimile Transmission - Local Call placed to 12122621910	4	4.30
06/05/01	Facsimile Transmission - Local Call placed to 131270170711	2	2.15
06/06/01	Document Reproduction		0.15
06/06/01	Document Reproduction	7	1.05
06/06/01	Document Reproduction	4	0.60
06/06/01	Document Reproduction	2	0.30
06/06/01	Document Reproduction	3	0.45
06/06/01	Facsimile Transmission - Local Call placed to 12123108353	4	4.59
06/06/01	Facsimile Transmission - Local	4	4.59

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<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
	Call placed to 12123108007		
06/06/01	Facsimile Transmission - Local Call placed to 17043866453	4	4.59
06/06/01	Facsimile Transmission - Local Call placed to 12122621910	4	4.59
06/06/01	Facsimile Transmission - Local Call placed to 17043772033	4	4.59
06/06/01	Facsimile Transmission - Local Call placed to 9873789	4	4.00
06/06/01	Facsimile Transmission - Local Call placed to 12126682255	4	4.59
06/07/01	Document Reproduction	3	0.45
06/07/01	Document Reproduction	2	0.30
06/07/01	Document Reproduction	2	0.30
06/07/01	Document Reproduction		0.15
06/07/01	Document Reproduction	3	0.45
06/07/01	Document Reproduction	24	3.60
06/07/01	Document Reproduction	24	3.60
06/07/01	Document Reproduction	13	1.95
06/07/01	Document Reproduction		0.15
06/07/01	Document Delivery - Chicago Messenger CHICAGO MESSENGER-DOCUMENTS DELIVERED TO CHICAGO		5.50
06/07/01	Facsimile Transmission - Local Call placed to 17043772033	5	5.59
06/07/01	Facsimile Transmission - Local Call placed to 17043866453	4	4.30
06/07/01	Facsimile Transmission - Local Call placed to 9873789	4	4.00
06/07/01	Facsimile Transmission - Local Call placed to 8873789	4	4.00
06/11/01	Document Reproduction	2	0.30
06/11/01	Document Reproduction	5	0.75

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Bank of America Customer Pay
In Re: AI Realty Marketing of New York, Inc.; Laser Acquisition Corp.;Page 17
Kiriakos, Thomas S.OTHER CHARGES

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
06/11/01	Document Reproduction	2	0.30
06/11/01	Document Reproduction	2	0.30
06/11/01	Document Reproduction	2	0.30
06/11/01	Document Reproduction		0.15
06/11/01	Facsimile Transmission - Local Call placed to 9873789	8	8.00
06/11/01	Facsimile Transmission - Local Call placed to 17043866453	8	8.89
06/11/01	Facsimile Transmission - Local Call placed to 12122821910	8	8.89
06/11/01	Facsimile Transmission - Local Call placed to 9873789	8	8.00
06/13/01	Document Reproduction	2	0.30
06/14/01	Document Reproduction	11	1.65
06/14/01	Document Reproduction		0.15
06/14/01	Document Reproduction	19	2.85
06/14/01	Document Reproduction	14	2.10
06/14/01	Document Reproduction	28	4.20
06/14/01	Document Reproduction	3	0.45
06/19/01	Document Reproduction	29	4.35
06/20/01	Facsimile Transmission - Local Call placed to 9873789	2	2.00
07/03/01	Facsimile Transmission - Local Call placed to 17083660179	2	2.10
07/03/01	Facsimile Transmission - Local Call placed to 17083660179	2	2.10
07/05/01	Telephone - Outside Vendor:THOMAS S. KIRIAKOS - TELEPHONE EXPENSES INCURRED ON 05/03/01 - 05/29/01		29.79
07/08/02	Document Reproduction	93	13.95
07/08/02	Document Reproduction		0.15
07/09/02	Document Reproduction	2	0.30

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Bank of America Customer Pay

In Re: AI Realty Marketing of New York, Inc.; Laser Acquisition Corp.;

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Kiriakos, Thomas S.

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
07/09/02	Document Reproduction	4	0.80
07/09/02	Document Reproduction	2	0.30
07/16/02	Westlaw Research Westlaw Research performed by Brown, Stephen J.		186.26
08/20/02	Westlaw Research Westlaw Research performed by Brown, Stephen J.		158.98
09/04/02	Document Reproduction	2	0.30
09/04/02	Document Reproduction	4	0.60
	Total Other Charges		\$1,919.55

Mayer, Brown, Rowe & Maw

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Bank of America Customer Pay

In Re: Ai Realty Marketing of New York, Inc.; Laser Acquisition Corp.;

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Kiriakos, Thomas S.

TIMEKEEPER SUMMARY

<u>Name</u>	<u>Hours</u>	<u>Amount</u>
Brown, Stephen J.	24.30	7,043.50
Connor, Andrew A.	4.20	686.50
Hillman, David M.	4.30	1,462.00
Kiriakos, Thomas S.	57.60	26,140.50
Total Legal Fees	90.40	\$35,332.50

OTHER CHARGES SUMMARY

<u>Other Charges</u>	<u>Amount</u>
Westlaw Research	441.31
Document Reproduction	211.80
Document Delivery	5.25
Document Delivery - Chicago Messenger	33.00
Telephone - Outside	29.79
Facsimile Transmission - Local	1,147.64
Mailing Charges - Outside	5.04
Document Delivery	47.72
Total Other Charges	\$1,919.55

REMITTANCE

Please enclose this remittance advice with your payment so that your account may be properly credited.

Client Name: Bank of America, N.A.
Matter: 01712454 In Re: AI Realty Marketing of New York, Inc.; Laser Acquisition Corp.;
Invoice Number: 10078003
Fees: \$35,332.50
Other Charges: 1,919.55
Current Invoice Amount: \$37,252.05

AMOUNT ENCLOSED: \$

MAILING ADDRESS

Mayer, Brown, Rowe & Maw
2027 Collection Center Dr.
Chicago, Illinois 60693-0020
(envelope enclosed)

OR

A wire transfer payment may be made to Mayer, Brown, Rowe & Maw's account number 87656-63350 at Bank of America, 231 S. LaSalle Street, Chicago, Illinois 60603, ABA #07100-0039

Please indicate the invoice(s) being paid.

Accounts Receivable contact: Roberto Gonzalez (312) 701-7805

EXHIBIT F

MAYER, BROWN, ROWE & MAW
Attorneys for the Debtors
190 S. LaSalle Street
Chicago, Illinois 60603
Thomas S. Kiriakos
(312) 701-7275

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Chapter 11 Case Nos.
AI REALTY MARKETING OF NEW YORK,	: 01-40252 (AJG) through
INC., LASER ACQUISITION CORP., DDG I,	: 01-40290
INC., SUNBEAM AMERICAS HOLDINGS,	:
LTD, <u>et al.</u> ,	: (Jointly Administered)
Debtors.	:
-----X	

CERTIFICATION UNDER GUIDELINES FOR FEES AND DISBURSEMENT FOR PROFESSIONALS IN RESPECT OF FINAL APPLICATION OF BANC OF AMERICA SECURITIES LLC AS FINANCIAL ADVISOR TO THE DEBTORS FOR COMPENSATION AND REIMBURSEMENT OF EXPENSES AND LEGAL FEES

I, Thomas S. Kiriakos, hereby certify that:

1. I am a partner with MBR&M¹ and MBR&M has provided legal services and counseling to BAS in its capacity as financial advisor to the Debtors. These legal services include the drafting and preparation of the Application. This certification is rendered in compliance with the Amended Guidelines for Fees and Disbursement for Professionals in Southern District of New York Bankruptcy Cases adopted by the Court on April 19, 1995 (the "Local Guidelines"), the United States Trustee Guidelines for Reviewing Applications for

¹ Words and phrases capitalized in this Exhibit F but not herein defined should have the meanings ascribed to them in the "Final Application of Banc of America Securities LLC as financial advisor to the Debtors for Compensation and Reimbursement of Expenses and Legal Fees" (the "Application").

Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330, adopted on January 30, 1996 (the "UST Guidelines") and the Amended Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals (the "Administrative Order" and, collectively with the Local Guidelines and UST Guidelines, the "Guidelines").

2. This certification is made in respect of BAS's "Final Application of Banc of America Securities LLC as Financial Advisor to the Debtors for Compensation and Reimbursement of Expenses and Legal Fees", dated October 17, 2002.

3. In respect of Section B.1 of the Local Guidelines, I certify that:


- a. I have read the Application;
- b. to the best of my knowledge, information, and belief formed after reasonable inquiry (and although I am not admitted to practice in this Court), the fees and disbursements sought fall within the Local Guidelines;
- c. that to the best of my knowledge, information and belief fees and disbursement sought are billed at rates in accordance with practices customarily employed by MBR&M and generally accepted by MBR&M's clients; and
- d. in providing a reimbursable non-professional service, MBR&M does not intend to make a profit on that service, whether the service is performed by MBR&M in-house or through a third party.

4. BAS did not provide the Debtors, on a monthly basis, with a statement of BAS' fees and disbursements accrued during the previous month.

5. In respect of Section B.3 of the Local Guidelines, I certify that the United States Trustee for the Southern District of New York is being provided with a copy of the Application.

Dated: Chicago, Illinois
October 17, 2002

MAYER, BROWN, ROWE & MAW


Thomas S. Kiriakos
Partner

6. The undersigned representative of BAS certifies that (a) I have read this application; (b) to the best of my knowledge, information and belief, formed after reasonable inquiry, the expenses the reimbursement of which are sought pursuant hereto were actually incurred and are directly connected with BAS' engagement by the debtors in these cases; and (c) to the best of my knowledge, information and belief, formed after reasonable inquiry, the expense reimbursement requested is billed at rates no less favorable than those customarily employed by BAS and generally accepted by the clients of BAS.

Dated: Chicago, Illinois
October 17, 2002

BANC OF AMERICA SECURITIES LLC



By: Barry Cestig
Its: MANAGING DIRECTOR

EXHIBIT G

FORM OF PROPOSED ORDER

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re :
: Chapter 11 Case Nos.
: AI REALTY MARKETING OF NEW YORK, :
: INC., LASER ACQUISITION CORP., DDG I, : 01-40252 (AJG) through
: INC., SUNBEAM AMERICAS HOLDINGS, : 01-40290
: LTD, et al., :
: (Jointly Administered)
Debtors. :
----- x

**ORDER GRANTING FINAL APPLICATION OF BANC OF AMERICA SECURITIES
LLC AS FINANCIAL ADVISOR TO THE DEBTORS FOR COMPENSATION AND
REIMBURSEMENT OF EXPENSES AND LEGAL FEES.**

Upon consideration of the "Final Application of Banc of America Securities LLC as Financial Advisor to the Debtors for Compensation and Reimbursement of Expenses and Legal Fees", filed _____, 2003 (the "Application"); and a hearing having been held on _____, before this Court to consider the Application; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§157 and 1334; and due notice of the Application having been provided pursuant to Rule 2002(a)(6) of the Federal Rules of Bankruptcy Procedure; and it appearing that no other notice need be given; and for the reasons set forth more fully on the record of the hearing; and after due deliberation and sufficient cause appearing therefore; it is hereby

ORDERED, that pursuant to 11 U.S.C. 330, the Application of Banc of America Securities LLC be, and hereby is, granted in full; and it is further

ORDERED, that the Debtors be, and hereby are, directed and authorized, upon entry of this Order and receipt of wiring or other payment instructions to reimburse Banc of America Securities LLC for certain expenses (including legal fees) as described in the Application in the aggregate amount of \$49,109.05.

Dated: New York, New York
_____, 200_

UNITED STATES BANKRUPTCY JUDGE

Thomas S. Kiriakos
MAYER, BROWN, ROWE & MAW
Attorneys for Banc of America Securities LLC
190 South LaSalle Street
Chicago, Illinois 60603
(312) 701-7275

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re :
: Chapter 11 Case Nos.
: :
AI REALTY MARKETING OF NEW YORK, : 01-40252 (AJG) through
INC., LASER ACQUISITION CORP., DDG I, : 01-40290
INC., SUNBEAM AMERICAS HOLDINGS, :
LTD, et al., :
: (Jointly Administered)
Debtors. :
----- X

CERTIFICATE OF SERVICE

Thomas S. Kiriakos, an attorney, hereby certifies that on January 17, 2003, he caused a copy of the foregoing **FINAL APPLICATION OF BANC OF AMERICA SECURITIES LLC AS FINANCIAL ADVISOR TO THE DEBTORS FOR REIMBURSEMENT OF EXPENSES (INCLUDING LEGAL FEES)** to be served, via First Class, U.S. Mail, postage prepaid, upon (i) George A. Davis, Esq., Weil, Gotshal & Manges, L.L.P., 767 Fifth Avenue, New York, NY 10153; (ii) Paul K. Schwartzberg, Esq., Office of the U.S. Trustee, 22 Whitehall Street, New York, NY 10004; and (iii) Peter V. Panteleo, Esq., Simpson, Thacher & Bartlett, 425 Lexington Avenue, New York, NY 10017.

Dated: January 17, 2003


Thomas S. Kiriakos, Esq.