

Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of July 16, 2002, between Dresdner Kleinwort Wasserstein, Inc. (the "Transferor") and Miller Buckfire Lewis & Co., LLC (the "Transferee").

The Transferor is a party to that certain engagement letter dated December 6, 2000 between the Transferor and Sunbeam Corporation (the "Company"), pursuant to which the Transferor has agreed to perform certain financial advisory and related services (the "Engagement Letter");

The Transferor wishes to assign its rights in and obligations under the Engagement Letter to the Transferee, and the Transferee wishes to assume such obligations.

Accordingly, the parties hereto agree as follows:

Section 1. Assignment. The Transferor hereby assigns to the Transferee its rights in, and obligations under, the Engagement Letter.

Section 2. Assumption. The Transferee hereby accepts such assignment and assumes and undertakes to perform all of the obligations of the Transferor under the Engagement Letter.

Section 3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.

Section 5. Miscellaneous. Nothing herein shall prohibit the Transferor from exercising its rights to indemnification as set forth in the indemnification provisions attached to the Engagement Letter.

Section 6. Effective Date. This Agreement will become effective on of the later of (i) the date of this Agreement and (ii) if the transactions contemplated by this Agreement require the approval of a bankruptcy court, the date on which the order of such court approving such transactions become final and non-appealable.

Section 7. Certain Acknowledgments of the Company. Upon the effective date of this Agreement, the Company agrees that the Transferee may, in the absence of a conflict, continue to utilize the Transferor's mergers and acquisitions and other professionals if appropriate in connection with performing services under the Engagement Letter. If the Transferee so utilizes the Transferor's mergers and acquisitions and other professionals, the Company:

(i) agrees to continue to provide the Transferor with reasonable access to the Company's officers, directors, employees, independent accountants and other advisors and agents as the Transferor deems appropriate;

(ii) represents that all information furnished by the Company or on its behalf to the Transferor will be accurate and complete in all material respects;

(iii) agrees that the Transferor and its directors, officers and employees will continue to have the same indemnification rights as the Transferee and its directors, officers and employees will have under the Engagement Letter, and to be included in the exculpation clause contained in the Engagement Letter to the same extent as the Transferee and its directors, officers and employees will be included in such exculpation clause;

(iv) acknowledges that the Transferee's actual and necessary out-of-pocket costs and expenses incurred in connection with performing services under the Engagement Letter will include any such costs incurred by the Transferor, and agrees to reimburse the Transferor for such costs to the same extent as the Company will reimburse such costs incurred by the Transferee under the Engagement Letter; and

(v) acknowledges that any advice (written or oral) rendered by the Transferor to the Transferee in connection with performing the Transferee's services under the Engagement Letter is intended solely for the benefit and use of the Board of Directors of the Company in considering the matters to which the Engagement Letter relates, and that such advice may not be relied upon by any other person, used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, and that no public references to the Transferor will be made by the Company without the prior written consent of the Transferor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE TRANSFEROR:

DRESDNER KLEINWORT WASSERSTEIN, INC.

By: [Signature]
Name:
Title:

THE TRANSFEREE:

MILLER BUCKFIRE LEWIS & CO., LLC

By: _____
Name:
Title:

ACKNOWLEDGEMENT:

The undersigned hereby consents to the above assignment and assumption and agrees to look solely to the Transferee, and not the Transferor, for the performance of the Transferor's obligations under the Engagement Letter.

SUNBEAM CORPORATION
(on behalf of itself and its subsidiaries)

By: [Signature]
Name: BOBBY JENKINS
Title: CFO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE TRANSFEROR:

DRESDNER KLEINWORT WASSERSTEIN, INC.

By: _____
Name:
Title:

THE TRANSFEREE:

MILLER/BUCKFIRE LEWIS & CO., LLC

By: Martin King
Name:
Title:

ACKNOWLEDGEMENT:

The undersigned hereby consents to the above assignment and assumption and agrees to look solely to the Transferee, and not the Transferor, for the performance of the Transferor's obligations under the Engagement Letter.

SUNBEAM CORPORATION
(on behalf of itself and its subsidiaries)

By: Bobby Jenkins
Name: BOBBY JENKINS
Title: CFO

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THE TRANSFEROR:

DRESDNER KLEINWORT WASSERSTEIN, INC.

By: _____
Name:
Title:

THE TRANSFEREE:

MILLER BUCKFIRE LEWIS & CO., LLC

By: _____
Name:
Title:

ACKNOWLEDGEMENT:

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SUNBEAM CORPORATION
(on behalf of itself and its subsidiaries)

By: Bobby Jenkins
Name: BOBBY JENKINS
Title: CFO