



**MILLER BUCKPIRE LEWIS**

Miller Buckfire Lewis & Co., LLC  
1301 Avenue of the Americas  
New York, New York 10019-6031  
Telephone: 212 895-1300  
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www.mblco.com

August 14, 2002

Sunbeam Corporation  
2381 Executive Center Drive  
Boca Raton, FL 33431

Attention: Mr. Bobby Jenkins  
Executive Vice President and Chief Financial Officer

Dear Mr. Jenkins:

Reference is made to the engagement letter dated December 6, 2000 between Dresdner Kleinwort Wasserstein, Inc. ("DrKW") and Sunbeam Corporation, as amended on February 20, 2001 and assigned to Miller Buckfire Lewis & Co., LLC ("MBLCo") pursuant to the Assignment and Assumption Agreement among DrKW, Sunbeam Corporation and MBLCo dated as of July 16, 2002 (as amended and assigned, the "Engagement Letter"). Pursuant to the Engagement Letter, Sunbeam Corporation has engaged MBLCo as its exclusive financial advisor solely to prepare, revise (as appropriate), and explain and defend (including, as appropriate, in testimony and in discussions with various parties in interest) a valuation of the Company in connection with the Company's development and pursuit of approval and confirmation of a plan or plans of reorganization. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Engagement Letter.

This letter amends Section 2(a) of the Engagement Letter by replacing it in its entirety with the following:

- a. A valuation services fee in the amount of \$2,000,000 (the "Valuation Report Fee"), \$1,400,000 of which was paid by the Company upon delivery of the Report, and the remaining \$600,000 of which was paid by the Company in equal monthly installments from January 15, 2001; provided however, that in the event that a material amount of time passes and a subsequent valuation update of the Company is required to enable the Company to pursue a Plan or Plans, a valuation update fee of \$300,000 shall be due and payable by the Company upon delivery of such subsequent valuation update.

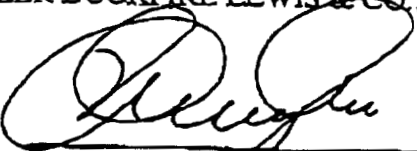
This agreement shall terminate upon the termination of MBLCo's engagement pursuant to the Engagement Letter. Except as modified hereby, the terms of the Engagement Letter shall remain in full force and effect.

Sunbeam Corporation  
Mr. Bobby Jenkins  
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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 between MBLCo and Sunbeam Corporation.

Very truly yours,

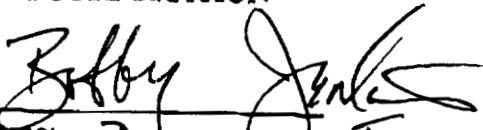
MILLER BUCKFIRE LEWIS & CO., LLC

By: 

Name: Henry S. Miller  
Title: Chairman and Managing Member

ACCEPTED AND AGREED TO:

SUNBEAM CORPORATION

By:   
Name: BOBBY JENKINS  
Title: CFO