

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

)		
In re:)		
)	Case No. 01-40291 (AJG)	
SUNBEAM CORPORATION,)		
)	Chapter 11	
)		
Debtor.)		
)		

**DECLARATION AND STATEMENT OF ALEXANDER D. GREENE IN SUPPORT OF
DEBTOR’S SUPPLEMENTAL APPLICATION FOR ORDER AUTHORIZING
(I) ASSIGNMENT OF ENGAGEMENT LETTER BETWEEN DEBTOR AND
DRESDNER KLEINWORT WASSERSTEIN, INC. TO MILLER BUCKFIRE LEWIS &
CO., LLC, (II) AMENDMENT OF ASSIGNED ENGAGEMENT LETTER,
(III) RETENTION OF MILLER BUCKFIRE LEWIS & CO., LLC AS FINANCIAL
ADVISOR AND INVESTMENT BANKER TO DEBTOR, AND
(IV) CONTINUED RETENTION OF DRESDNER KLEINWORT WASSERSTEIN, INC.
AS INVESTMENT BANKER TO DEBTOR**

Alexander D. Greene, under penalty of perjury, hereby declares as follows:

1. I am a Managing Director of Dresdner Kleinwort Wasserstein, Inc. (“DrKW”) a financial advisory firm with its principal offices located at 1301 Avenue of the Americas, New York, New York 10019. I make this declaration (this “Declaration”) on behalf of DrKW and in support of the supplemental application (the “Application”) of Sunbeam Corporation, as debtor and debtor-in-possession (the “Debtor”), for an order pursuant to Sections 105, 327(a) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing (i) the assignment of the engagement letter dated December 6, 2000 (as amended on February 20, 2001) between the Debtor and Dresdner Kleinwort Wasserstein, Inc. (“DrKW”) (the “Engagement Letter,” attached as Exhibit A to the Debtor’s application for an order authorizing the retention of DrKW as financial advisor and investment banker filed on February 6, 2001 (together with the documents filed in support

thereof, the “Original Application”)), to Miller Buckfire Lewis & Co., LLC (“MBL”) pursuant to the assignment and assumption agreement dated as of July 16, 2002 among DrKW, MBL and the Debtor (the “Assignment Agreement,” attached to the Application as Exhibit A), (ii) the amendment of the Engagement Letter as assigned pursuant to the amendment to the Engagement Letter dated August 14, 2002 between MBL and the Debtor (the “Amendment,” attached to the Application as Exhibit B), (iii) the retention of MBL as financial advisor and investment banker to the Debtor, and (iv) the continued retention of DrKW as investment banker to the Debtor, in each case under the terms described in the Application. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

2. On April 26, 2002, DrKW filed a supplemental declaration in this chapter 11 case to announce the planned formation of MBL and the anticipated assignment of rights and obligations under the Engagement Letter from DrKW to MBL. On July 16, 2002, DrKW and MBL entered into the Assignment Agreement pursuant to which MBL will benefit from all of the rights, and assume and undertake to perform all of the obligations, of DrKW under the Engagement Letter, subject to this Court’s approval. The Debtor has consented to the Assignment Agreement.

3. MBL and DrKW have entered into an investment banking services agreement pursuant to which DrKW has agreed to continue to provide certain investment banking services that DrKW has been providing to the Debtor to date. As provided in the Assignment Agreement, MBL will, in the absence of a conflict, continue to have access to and to utilize (to the extent appropriate and necessary) the services of DrKW’s mergers and acquisitions and other professionals who have been providing services in this chapter 11 case. In addition to myself, the DrKW professionals expected to provide services pursuant to this arrangement are:


Kenneth Tuchman (Vice Chairman), Elizabeth Smolenski (Associate) and Nathaniel Stuleman (Associate).

4. Except for the reimbursement of DrKW's expenses as provided in the Engagement Letter as assigned, DrKW will receive no compensation from MBL or the Debtor for providing such services. However, as a condition to continuing to provide services in this chapter 11 case, DrKW has requested that the Debtor agree that DrKW and its directors, officers and employees will continue to have the same indemnification rights as will be provided to MBL and its directors, officers and employees under the Engagement Letter as assigned to MBL, and to be included in the exculpation clause contained in the Engagement Letter as assigned to MBL to the same extent as MBL and its directors, officers and employees will be included therein.

5. Subject to this Court's approval, the Debtor has agreed to the continued use by MBL of DrKW's investment banking services under the terms described in the Application, this Declaration and the declaration of Henry S. Miller dated August 14, 2002 filed in support of the Application, and to grant to DrKW such indemnification, exculpation, reimbursement and other rights that are set forth in the Assignment Agreement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: August 14, 2002



Alexander D. Greene
Managing Director
Dresdner Kleinwort Wasserstein, Inc.