

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

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

This matter having come before this Court on the Application, dated August 23, 2002 (the "Application") of Sunbeam Corporation, as debtor and debtor-in-possession (the "Debtor"), for an order under 11 U.S.C. §§ 105, 327(a) and 328(a) and Fed. R. Bankr. P. 2014(a) 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, the declaration of Henry S. Miller, the Chairman and a Managing Director of MBL, dated August 14, 2002 (the “MBL Declaration,” attached to the Application as Exhibit C), and the declaration of Alexander D. Greene, a Managing Director of DrKW, dated August 14, 2002 (the “DrKW Declaration,” attached to the Application as Exhibit D, and together with the MBL Declaration, the “Declarations”); and the Court having reviewed the Application and the Declarations; and the Court having determined that the relief requested in the Application is in the best interest of the Debtor, its estate and parties in interest; and it appearing that notice of the Application was good and sufficient under the particular circumstances and that no other or further notice need be given; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND THAT:

- A. The assignment of the Engagement Letter to MBL pursuant to the Assignment Agreement, and the amendment of the Engagement Letter as assigned pursuant to the Amendment, are in the best interest of the Debtor, its estate and parties in interest.
- B. Neither MBL nor DrKW represents or holds an interest adverse to the Debtor’s estate.
- C. Each of MBL and DrKW is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code.
- D. The retention of MBL and the continued retention of DrKW are necessary and in the best interest of the Debtor, its estate and parties in interest.
- E. The terms of the Engagement Letter as assigned and amended are reasonable terms of employment for purposes of section 328(a) of the Bankruptcy Code.

Therefore, it is hereby ORDERED, ADJUDGED AND DECREED THAT:

1. The Application be, and it hereby is, GRANTED.
2. The assignment of the Engagement Letter to MBL pursuant to the Assignment Agreement and the amendment of the Engagement Letter as assigned pursuant to the Amendment are hereby approved.
3. The Debtor's retention of MBL pursuant to the terms of the Engagement Letter, as assigned and amended, is approved pursuant to sections 327(a) and 328(a) of the Bankruptcy Code.
4. Fees to be paid to MBL pursuant to the terms of the Engagement Letter, as assigned and amended, are approved and shall be subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under section 330 of the Bankruptcy Code.
5. The Debtor is authorized to continue to retain DrKW to provide investment banking services as described in the Application, and DrKW shall continue to have the rights to receive reimbursements of its expenses (in accordance with the Engagement Letter as assigned and amended) and shall continue to be entitled to the protections of the indemnification and exculpation provisions in the Engagement Letter as assigned and amended.

6. The Court shall retain exclusive jurisdiction to construe and enforce the terms of the Engagement Letter and this Order.

Dated: New York, New York
September 11, 2002

s/Arthur J. Gonzalez
UNITED STATES BANKRUPTCY JUDGE