

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
)	Chapter 11
ORECK CORPORATION, et al.)	Case No. 13-04006
)	
565 Marriott Dr., Suite 300)	Judge Lundin
Nashville, TN 37214)	(Jointly Administered)
)	
Debtors.)	

**AGREED ORDER APPROVING ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS TO ORECK ACQUISITION HOLDINGS LLC**

This is before the Court upon the Notice Of Consensual Assumption And Assignment Of Executory Contracts To Oreck Acquisition Holdings LLC (the “Consensual Assignment”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) pursuant to section 365 of the Bankruptcy Code, authorizing the Debtors to assume and assign the Agreements² to OAH and granting such other and further relief as is just and proper; and the Court having reviewed the Consensual Assignment; and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) venue of this proceeding and the Consensual Assignment in this district are proper pursuant to 28 U.S.C. §§ 1408 and 1409; (d) each of the Agreements is an “Additional Contract” as defined in the Royal

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Consensual Assignment.

² Each of the Agreements and its cure amount are listed on Exhibit 1 hereto. The existence of Amendments to the Agreements is also listed on Exhibit 1 hereto.

APA; (e) the Debtors have demonstrated and provided evidence of adequate assurance of future performance by OAH under the Agreements; (f) the relief requested in the Consensual Assignment is a valid exercise of the Debtors' business judgment and is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; (g) the Debtors provided appropriate notice of the Consensual Assignment; and the Court having determined that the legal and factual bases set forth in the Consensual Assignment and the record of these cases establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Consensual Assignment is GRANTED.
2. The Debtors are authorized, but not directed or required, to assume the Agreements and simultaneously assign the Agreements and all of their rights and obligations thereunder to OAH, free and clear of any and all interests, liens, claims and encumbrances.
3. Upon assignment of the Agreements to OAH, the Agreements shall be (i) (a) deemed to be listed on Schedule 5.6 of the Royal APA, and (b) Assigned Agreements for all purposes under the Royal APA, and (ii) OAH is deemed to have assumed those obligations of the Debtors that arise and become due and payable under the Agreements after the assignment of the Agreements to OAH.
4. The assignment of the Agreements by the Debtors to OAH shall constitute a legal, valid, and effective transfer of the Agreements and all rights of the Debtors' rights and obligations thereunder to OAH notwithstanding any requirement for approval or consent by any person, and, except as otherwise provided herein, vest OAH with all rights of the Debtors to exercise and enforce all of the rights and remedies under the Agreements free and clear of all interests, liens, claims, and encumbrances.

5. The Cure Amounts for each of the Agreements are as set forth on Exhibit 1 hereto. Within five (5) business days of the assignment of the Agreements to OAH, OAH will pay the Cure Amount to the counterparty to each of the Agreements. Upon payment of the applicable Cure Amount for an Agreement, except as otherwise provided herein, counterparties to the Agreements are hereby barred and permanently enjoined from asserting against the Debtors, Royal or OAH, any default, claim, or liability existing, accrued, arising, or relating to the Agreements for the period prior to the entry of this Order.

6. To the extent an Agreement is listed on Exhibit 1 hereto as being modified by an Amendment, the Agreement shall be in full force and effect and the Debtors' rights under that lease shall be transferred to OAH as modified by the terms of the Amendment.

7. The Debtors have demonstrated adequate assurance of future performance and have satisfied the requirements set forth in section 365 of the Bankruptcy Code with respect to the Agreements. There shall be no accelerations, assignment fees, increases or any other fees charged to OAH, Royal or the Debtors as a result of the assumption and assignment of the Agreements.

8. Any provisions in the Agreements that prohibit or condition the assignment of the Agreements or allow any party to terminate, declare a breach or default, impose any penalty, condition any renewal or extension, or modify any term or condition of the Agreements as a result of the Debtors' bankruptcy cases and/or the assignment of the Agreements constitute unenforceable anti-assignment provisions that are void and of no force and effect as against the Debtors and OAH in connection with the assumption and assignment of the Agreements to OAH in these bankruptcy cases.

9. The Debtors, Royal and OAH are authorized and empowered to take all actions necessary or desirable, including execution of any documents or agreements, to implement or evidence the relief granted in this Order.

10. This Order shall be effective immediately upon entry on the Court's docket and shall not be stayed by any provisions of the Bankruptcy Code, Bankruptcy Rules and/or local rules of this Court, including without limitation Bankruptcy Rule 6006.

11. The provisions of this Order authorizing the Debtors' simultaneous assumption and assignment of the Agreements to OAH shall be self-executing, and neither the Debtors nor OAH shall be required to execute or file assignments, consents or other instruments or agreements in order to evidence, effectuate, consummate and/or implement provisions of this Order. Each and every federal, state, local and/or foreign governmental agency or department is hereby authorized to accept any and all documents, instruments and/or agreements necessary, appropriate and/or desirable to evidence, effect, consummate, and/or implement the transactions contemplated by this Order. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to evidence, effectuate, consummate, and/or implement to the extent necessary or desirable the provisions of this Order.

12. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

**This Order Was Signed And Entered
Electronically As Indicated At The Top Of The
First Page**

APPROVED FOR ENTRY:

/s/ William L. Norton III
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EXHIBIT 1 TO ASSIGNMENT ORDER

Agreements

Counterparty	Agreement	Cure Amount	Consensual?	Amendment Executed?
Raymark Xpert Business Systems Inc. 5460 Cote de Liesse road Mount Royal (Quebec) H4P 1A5, Canada	General Agreement dated December 23, 2009	\$0	Yes	Yes
EarthLink, Inc. 1375 Peachtree Street, NE Atlanta, GA 30309	Agreement for Service dated July 31, 2012	\$1,093.67	Yes	Yes