

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

In re:)	
)	Chapter 11
ORECK CORPORATION, et al.,)	Case No. 13-4006
)	
565 Marriott Dr., Suite 300)	Judge Lundin
Nashville, TN 37214)	(Jointly Administered)
)	
Debtors.)	

**INTERIM ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL,
AND (II) GRANTING ADEQUATE PROTECTION PURSUANT
TO 11 U.S.C §§ 361 and 363.**

It appearing to the satisfaction of the Court upon the signatures of counsel for the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) and Wells Fargo Bank that grounds exist to authorize interim use of Cash Collateral (as defined below) and the scheduling of a final hearing, and further for the reasons stated on the record at the Expedited Hearing for approval of this Order, and for the reasons set forth herein, it is hereby

**FOUND, DETERMINED, AND ADJUDGED BASED UPON THE RECORD
ESTABLISHED AT THE FINAL HEARING:**

A. Commencement of Cases. On May 6, 2013 (the “**Petition Date**”), the Debtors commenced these cases (the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the “**Bankruptcy Code**”) with the Clerk of this Court. Since the Petition Date, the Debtors have continued in the possession, management, and operation of their assets, properties, and businesses in accordance with Sections 1107 and 1108 of the Bankruptcy Code.

B. No Trustee, Statutory Committee. As of the date of this Final Order, no trustee has been appointed herein, and no official committee of unsecured creditors (the “**Committee**”) has been appointed in these Chapter 11 Cases.

C. Jurisdiction. This Court has jurisdiction over these Chapter 11 Cases and the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion constitutes a “core” proceeding as defined in 28 U.S.C. § 157(b)(2).

D. Pre-Petition Senior Credit Facility. Pursuant to that certain loan arrangement by and between Oreck Corporation, a Delaware corporation, Oreck Direct, LLC, a Delaware limited liability company, Oreck Merchandising, LLC, a Delaware limited liability company, Oreck Homecare, LLC, a Delaware limited liability company, Vecteur, LLC, a Delaware limited liability company, Oreck Holdings, LLC, a Delaware limited liability company, Oreck Franchise Services, LLC, a Delaware limited liability company, Oreck Manufacturing Company, a Delaware corporation, and Oreck Sales, LLC, a Delaware limited liability company, each as borrowers, and ASP Oreck Inc., a Delaware corporation, as a guarantor (collectively, the “**Senior Borrowers**”), and Wells Fargo Bank, National Association (the “**Senior Secured Creditor**”), as evidenced by, among other documents, instruments, and agreements, that certain Credit and Security Agreement dated as of August 29, 2012, as amended by that certain First Amendment to Credit and Security Agreement dated as of February 12, 2012 (collectively, together with all other documents, instruments, and agreements related thereto and/or executed in connection therewith, the “**Senior Pre-Petition Loan Documents**”), the Senior Secured Creditor made certain advances and other financial accommodations to the Debtors in accordance with the terms of the Senior Pre-Petition Loan Documents.¹ The Senior Secured Creditor asserts, and the

¹ Certain of the Senior Pre-Petition Loan Documents are attached as exhibits to the Motion. Copies of any other Senior Pre-Petition Loan Documents are available to all parties in interest upon request to counsel for the Senior Secured Creditor.

Debtors stipulate as provided herein, that all of the Senior Borrowers' cash and cash equivalents, including all cash that constitutes proceeds of the Collateral (as defined in the Senior Pre-Petition Loan Documents), are part of the Collateral and, therefore are "cash collateral" of the Senior Secured Creditor within the meaning of § 363(a) of the Bankruptcy Code (the "**Cash Collateral**").

E. Pre-Petition Subordinated Credit Facility. Pursuant to that certain Second Lien Credit Agreement, dated as of March 19, 2010 (as amended, supplemented or otherwise modified or restated prior to the date hereof, the "**Subordinated Loan Agreement**" and collectively, together with all other documents, instruments, and agreements related thereto and/or executed in connection therewith, the "**Subordinated Loan Documents**") between the Senior Borrowers (in their capacity as obligors under the Subordinated Loan Documents, the "**Subordinated Borrowers**" and together with the Senior Borrowers, the "**Borrower-Debtors**"), as borrowers, and in the case of parent, guarantor, the lenders party thereto, the equity conversion investors party thereto and Broadpoint Products Corp., as agent ("**Broadpoint**" and together with such lenders and such investors, collectively, the "**Subordinated Secured Creditors**" and collectively with the Senior Secured Creditor, the "**Secured Creditors**" and each a "**Secured Creditor**"), the Subordinated Secured Creditors agreed to make certain loans in the aggregate principal amount of \$5,467,897 (the "**Subordinated Debt**"). The Subordinated Secured Creditors assert, and the Debtors stipulate as provided herein, that the Subordinated Debt is secured by substantially all of the assets of the Subordinated Borrowers including the Cash Collateral.

F. Adequate Protection. Pursuant to Section 364(d)(1)(b) of the Bankruptcy Code, the interests of the Secured Creditors are adequately protected.

G. Notice of Final Hearing Sufficient. The Court considered the evidence submitted at an emergency interim hearing held before the Court on May __, 2013 (the "**Interim Hearing**") and

granted this Agreed Order Pursuant To §§ 361 and 363 of the Bankruptcy Code (I) Authorizing the Debtors' Use Of Cash Collateral on an Interim Basis and Granting Adequate Protection and (ii) Granting Related Relief (the "**Interim Order**"). Notice of the Interim Hearing was given in accordance with Bankruptcy Rules 4001 and 9014 and has been deemed sufficient under the circumstances; and all objections, if any, to the relief requested in this Interim Order was either withdrawn, resolved, or overruled by the Court as set forth herein.

H. Cash Collateral Need. The Debtors' need to use Cash Collateral is immediate and critical to enable the Debtors to administer their Chapter 11 Cases generally, continue to operate their businesses in the normal course, and preserve the value of their estates for all stakeholders. The ability of the Debtors to pay employees requires the availability of working capital from the use of Cash Collateral, the absence of which would immediately and irreparably harm the Debtors, their estates, and their stakeholders. The Debtors do not have sufficient available sources of working capital and financing to pay employees in the ordinary course of business without the authorized use of Cash Collateral.

I. Alternative Financing Unavailable. Given the Debtors' current financial condition, financing arrangements, and capital structure, the Debtors have been unable to obtain financing from sources on terms more favorable than provided for in this Final Order. To date, the Debtors likewise have been unable to obtain unsecured credit allowable under Section 364(b)(1) of the Bankruptcy Code as an administrative expense.

J. Business Judgment. The terms of the Cash Collateral arrangement described herein are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

K. Motion Granted. Based upon the foregoing findings and conclusions, the record made before this Court by the Debtors at the Interim Hearing and good and sufficient cause appearing therefor,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. Debtors' Obligations. The Debtors shall timely perform all obligations of a debtor-in-possession required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules and Orders of this Court.

2. Cash Collateral Authorization.

(a) The Debtors are authorized to continue their use of the Cash Collateral through May 17, 2013 (the "**Cash Collateral Period**"), solely on the terms, for the purposes, and in the amounts set forth in the Budget attached hereto and made a part hereof as Exhibit "A" (as modified and as it may be extended from time to time in accordance with this Final Order, the "**Budget**"). In furtherance of the Debtors' authorization to use the Cash Collateral subject to the limitations contained in the Budget and this Final Order, the Debtors shall not in any event be authorized to use Cash Collateral in excess of the amount shown on the Budget during the Cash Collateral Period.

(b) The Debtors shall not use funds allocated to a particular line item in the Budget to pay any expenses under any other line items in the Budget without the prior express written consent of the Senior Secured Creditor or as ordered by the Court after notice to the Secured Creditors.

(c) The Debtors and the Senior Secured Creditor may agree from time-to-time to modify the Budget in the discretion of the Senior Secured Creditor and the Debtors without further order of this Court. In the event the Debtors and the Senior Secured Creditor agree to modify the

Budget, the Debtors shall provide notice thereof to the Office of the United States Trustee (“U.S. Trustee”) and file the Budget, as modified, with the Court.

(d) Unless sooner terminated in accordance with the terms of this Final Order, the Debtors’ right to use the Cash Collateral shall terminate (“Termination”) at 5:00 pm (prevailing eastern time) on May 17, 2013. Upon Termination, the Debtors shall immediately cease using the Cash Collateral; however, nothing herein shall be deemed a waiver of (i) the Debtors’ right to seek authority to continue its use of the Cash Collateral beyond Termination, in accordance with §§ 361 and 363 of the Bankruptcy Code, or (ii) the right of the Senior Secured Creditor or the Subordinated Secured Creditors to object thereto.

3. Debtors’ Acknowledgment of Indebtedness; Stipulations. Subject to Paragraph 5 below and the Budget, each of the Debtors hereby acknowledges, agrees, and stipulates (collectively, the “Debtors’ Stipulations”) that:

(a) Pre-Petition Debt.

i. The Senior Secured Creditor asserts and each of the Debtors stipulates that as of the Petition Date, the Debtors are indebted to the Senior Secured Creditor pursuant to, *inter alia*, the Senior Pre-Petition Loan Documents.

ii. The Subordinated Secured Creditors assert and each of the Debtors stipulates that as of the Petition Date, the Debtors are indebted to the Subordinated Secured Creditors pursuant to, *inter alia*, the Subordinated Loan Documents.

iii. The Senior Secured Creditor asserts and each of the Debtors stipulates that as of May 6, 2013, the Senior Borrowers are liable to the Senior Secured Creditor in respect of the obligations arising under and pursuant to the Senior Pre-Petition Loan Documents in the approximate

amount of \$4,230,716.33, *plus* accrued interest in the approximate amount of \$5,007.73 and other fees, costs, and expenses; *plus* letters of credit in the approximate amount of \$22,050.00; *plus* such other interest accruing from and after such date under the Senior Pre-Petition Loan Documents, *plus* all fees, costs, expenses, and costs of collection (including, without limitation, reasonable attorneys' fees) as set forth in the Senior Pre-Petition Loan Documents, heretofore or hereafter incurred by the Senior Secured Creditor in connection therewith (the "**Senior Secured Creditor's Claim**"), to the extent allowable by the Court pursuant to § 506(b) of the Bankruptcy Code; and

iv. The Debtors believe that as of May 6, 2013, the Subordinated Borrowers are liable to the Subordinated Secured Creditors in respect of the obligations arising under and pursuant to the Subordinated Loan Documents in the amount of \$5,467,897 in principal *plus* interest *plus* other fees, costs, and expenses; *plus* such other interest accruing from and after such date under the Subordinated Loan Documents, *plus* all fees costs, expenses, and costs of collection (including, without limitation, reasonable attorney's fees) as set forth in the Subordinated Loan Documents, heretofore or hereafter incurred by the Subordinated Secured Creditors in connection therewith (the "**Subordinated Secured Creditors' Claims**"), to the extent allowable by the Court pursuant to § 506(b) of the Bankruptcy Code and subject to the rights of the Debtors to contest under § 506(b) of the Bankruptcy Code the allowance or payment of those amounts to the Subordinated Secured Creditors.

(b) Pre-Petition Security Interests. The Senior Secured Creditor asserts and each of the Debtors stipulates that the Senior Secured Creditor's Claim is secured by valid, perfected, and unavoidable first priority liens and security interests in, on and upon the Collateral (as defined in the Senior Pre-Petition Loan Documents), and shall constitute an allowed secured claim pursuant to §§ 506(a) and (b) of the Bankruptcy Code for all purposes in connection with the Chapter 11 Cases. To

the extent permissible under the Bankruptcy Code, the Subordinated Secured Creditors assert and each of the Debtors stipulate that the Subordinated Secured Creditors' Claims are secured by valid, perfected, and unavoidable second priority liens and security interests in, on and upon the Collateral (as defined in the Subordinated Loan Documents), and shall constitute allowed claims pursuant to §§ 506(a) and (b) of the Bankruptcy Code for all purposes in connection with the Chapter 11 Cases to the extent allowable by the Court pursuant to § 506(b) of the Bankruptcy Code and subject to the rights of the Debtors to contest under § 506(b) of the Bankruptcy Code the allowance or payment of those amounts to the Subordinated Secured Creditors.

(c) Waiver of Claims/Lien Challenges.

i. Each of the Debtors hereby acknowledges and agrees that the Debtors have no offsets, defenses, claims, or counterclaims against the Senior Secured Creditor, or the Senior Secured Creditor's officers, directors, employees, attorneys, representatives, parent, affiliates, predecessors, successors, or assigns, with respect to the Senior Secured Creditor's Claim due and owing to the Senior Secured Creditor, or otherwise, and that if any of the Debtors now has, or ever did have, any offsets, defenses, claims, or counterclaims against the Senior Secured Creditor, or its officers, directors, employees, attorneys, representatives, parent, affiliates, predecessors, successors, or assigns, whether known or unknown, at law or in equity all of them are hereby expressly **WAIVED**, and each of the Debtors hereby **RELEASES** the Senior Secured Creditor and its officers, directors, employees, attorneys, representatives, parent, affiliates, predecessors, successors, and assigns from any liability therefor, subject to the provisions of Paragraph 5 of this Final Order.

ii. Subject to the provisions of paragraph 5 of this Final Order, any and all challenges by any of the Debtors (a) to the validity, sufficiency, priority, or amount of the Senior

Secured Creditor's Claim; (b) the perfection of the Senior Secured Creditor's security interests and liens in the Collateral, as and to the extent applicable; and (c) any and all transfers received by the Senior Secured Creditor prior to the Petition Date with respect to the Senior Secured Creditor's Claim, including, but not limited to, claims or challenges pursuant to §§ 506(c), 544, 547, 548, 549, 550, and 553 of the Bankruptcy Code, shall be forever barred.

4. Adequate Protection. In consideration of the Debtors' use of the Secured Creditors' Collateral and Cash Collateral in accordance with the Budget and the other terms and provisions of this Final Order, the Secured Creditors shall be and hereby are granted the following "adequate protection" (collectively, the "**Adequate Protection**") in consideration for the use of their Collateral and Cash Collateral from and after the Petition Date, including any diminution in the value thereof:

(a) Post-Petition Adequate Protection Liens.

i. The Senior Secured Creditor is hereby granted replacement liens (collectively, the "**Senior Adequate Protection Lien**"), which shall attach with the same priority as enjoyed prior to the Petition Date, to the extent of any diminution in value of the Collateral and Cash Collateral, in all of the Debtors' pre-petition and post-petition assets of every kind, nature, and description, tangible and intangible, now existing or hereafter arising, including, but not limited to, all contracts, all accounts, inventory, equipment, general intangibles, goods, motor vehicles, real estate, and the proceeds of leasehold interests (but not the leaseholds themselves), as well as all products and proceeds thereof (collectively, the "**Post-Petition Collateral**"). The post-petition grant of the foregoing Senior Adequate Protection Lien shall be supplemental to and in addition to, the security interest which the Senior Secured Creditor possesses pursuant to the Senior Pre-Petition Loan Documents.

ii. The Subordinated Secured Creditors are hereby granted replacement liens (collectively, the “**Subordinated Adequate Protection Liens**” and together with the Senior Adequate Protection Lien, the “**Adequate Protection Liens**”), which shall attach with the same priority as enjoyed prior to the Petition Date, to the extent of any diminution in value of the Collateral and Cash Collateral, in all of the Post-Petition Collateral, which Subordinated Adequate Protection Lien shall be subordinated in priority to the Senior Adequate Protection Lien to the same extent provided in the Subordination Agreements. The post-petition grant of the foregoing Subordinated Adequate Protection Lien shall be supplemental to and in addition to, the security interest which the Subordinated Secured Creditors possess pursuant to the Subordinated Loan Documents.

iii. Subject to the foregoing Paragraph and except as ordered by the Court, the Adequate Protection Liens granted to the Secured Creditors pursuant to this Final Order shall be prior and senior to all liens and encumbrances of (a) all other secured creditors in and to such property granted, or arising, prior or subsequent to the date of the Interim Order (including, without limitation, liens and security interests, if any, granted in favor of Broadpoint Products Corp. and any federal, state, municipal, or other governmental unit, commission, board or court for any liability of the Debtors other than taxes); (b) any intercompany claim of the Debtors, or any parent, subsidiary or affiliate of the Debtors; and (c) any security interest or lien that is avoided or otherwise preserved for the benefit of the Debtors’ estate pursuant to § 551 of the Bankruptcy Code; provided, however, that the Adequate Protection Liens granted to the Secured Creditors pursuant to this Final Order: (x) shall be subject to a carve-out for any quarterly or other fees payable to the U.S. Trustee; (y) shall not attach to any claims for relief under Chapter 5 of the Bankruptcy Code or the proceeds thereof (other than claims arising

under Section 549 of the Bankruptcy Code); and (z) shall not prime any valid, perfected, and non-avoidable pre-petition lien held by, or granted to, any other party.

iv. The Adequate Protection Liens granted pursuant to this Final Order shall constitute valid and duly perfected security interests and liens, and the Secured Creditors shall not be required to file or serve financing statements, notices of lien or similar instruments which otherwise may be required under federal or state law in any jurisdiction, or take any action, including taking possession, to validate and perfect such security interests and liens; and the failure by the Debtors to take any action or execute any documentation relating to the Adequate Protection Liens shall in no way affect the validity, perfection, or priority of such replacement liens. If, however, any Secured Creditor, in its discretion, shall determine to file any such financing statements, notices of lien or similar instruments, or to otherwise confirm perfection of such Adequate Protection Liens, the Debtors are directed to cooperate with and assist in such process, the stay imposed by § 362(a) of the Bankruptcy Code hereby is modified to allow the filing and recording of a certified copy of this Final Order or any such financing statements, notices of lien, or similar instructions, and all such documents shall be deemed to have been filed or recorded at the time and date of such Order.

v. The Adequate Protection Liens will be first in priority if no other valid or non-avoidable pre-existing lien(s) exist on the collateral subject to the Adequate Protection Liens, and junior in priority if valid and non-avoidable pre-existing lien(s) do exist on the collateral subject to the Adequate Protection Liens, but only with respect to such pre-existing liens.

vi. The Senior Adequate Protection Liens shall continue in full force and effect until the Senior Secured Creditor receives, in cash, the Senior Secured Creditor's Claim and, to the extent authorized by the Court pursuant to § 506(b) of the Bankruptcy Code, such interest, fees,

costs, and expenses, including reasonable attorneys' fees, whether currently existing or hereafter accrued and incurred, as provided for by the applicable Senior Pre-Petition Loan Documents. The Subordinated Adequate Protection Liens shall continue in full force and effect until the Subordinated Secured Creditor receives, in cash, the lesser of (i) the sum of its secured claim as determined in accordance with §506(a) of the Bankruptcy Code plus an amount equal to the diminution in the value of its Collateral secured by its Adequate Protection Lien; or (ii) the Senior Subordinated Creditor's Claims and, to the extent authorized by the Court pursuant to § 506(b) of the Bankruptcy Code, such interest, fees, costs, and expenses, including reasonable attorneys' fee, whether currently existing or hereafter accrued and incurred, as provided for by the applicable Subordinated Loan Documents.

vii. Notwithstanding anything to the contrary in this Final Order, nothing herein shall prime or be deemed to prime any statutory liens, possessory liens, or other liens held by shippers, common carriers and warehouse facilities.

(b) Superpriority Claims. Subject to the fees of the U.S. Trustee required to be paid in these Chapter 11 Cases, if, and to the extent that, the Adequate Protection Liens and the Adequate Protection described herein are insufficient to provide adequate protection to the Secured Creditors for any diminution in the value of their interests in their respective Collateral and Cash Collateral from and after the Petition Date, each Secured Creditor is hereby granted allowed superpriority claims against the Debtors' estates pursuant to § 507(b) of the Bankruptcy Code (the "**Secured Creditors' Superpriority Claims**"), with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, §§ 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 1113 and 1114 of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors, and any successor trustee or any creditor, in the

Chapter 11 Cases or any subsequent proceedings under the Bankruptcy Code; provided that the superpriority claim of the Subordinated Secured Creditors shall be subordinate to the same extent provided in the Subordination Agreements. Subject to the fees of the U.S. Trustee required to be paid in these Chapter 11 Cases, no cost or expense of administration asserted against the Debtors' estates under §§ 105, 503(b) and 507(b) of the Bankruptcy Code shall be senior to, or *pari passu* with, the Secured Creditors' Superpriority Claims.

5. Committee; Claims/Lien Challenge Period.

(a) The provisions of this Final Order are without prejudice to the rights of the Committee, if any, to challenge the validity, priority, or extent of any lien asserted against the Collateral, subject to the provisions of this Final Order and subparagraphs (b) and (c) below.

(b) Notwithstanding the Debtors' Stipulations, the Committee, any successor trustee, or any other party in interest with requisite standing claiming by, through, or under the Debtors, other than the Debtors, may file an objection to the amount of the Senior Secured Creditor's Claim or the Subordinated Secured Creditors' Claims or file (or seek authority to file, as the case may be) a complaint on behalf of the estate under sections 544, 547, 548, 549, 550, or 553 of the Bankruptcy Code challenging the validity, priority, or extent of the Secured Creditors' security interests in the Collateral, otherwise seeking to avoid or recover any transfers received by a Secured Creditor with respect to their respective claims, a claim seeking to subordinate or recharacterize their respective claim, or any other claims against a Secured Creditor (collectively, a "**Challenge**"). If no such Challenge has been filed by July 31, 2013 (as applicable, the "**Challenge Period**"), any and all Challenges by any party against the Senior Secured Creditor or the Subordinated Secured Creditors, as the case may be, including, but not limited to, those under sections 544, 547, 548, 549, 550 and 553 of

the Bankruptcy Code, shall be forever barred, and the Debtors' Stipulations shall be binding upon all parties in interest in these Chapter 11 Cases.

(c) The Cash Collateral may not be used in connection with: (i) asserting any objection or complaint asserting a Challenge against any Secured Creditor; (ii) prosecuting any Challenge against any Secured Creditor, and/or (iii) prosecuting an objection to, or contesting or opposing in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, character, or enforceability of any of the Secured Creditors' claims or their security interest in the Collateral, including, without limitation, the Adequate Protection Liens.

6. Section 506(c) Surcharge Waiver. No expenses of administration of the Debtors' estates shall be charged pursuant to Section 506(c) of the Bankruptcy Code, or otherwise, against the Collateral or the Post-Petition Collateral. Nothing contained in this Final Order shall be deemed to be the consent of the Secured Creditors, whether express or implied, to any claims against the Collateral or the Post-Petition Collateral, as and to the extent applicable, under Section 506(c) of the Bankruptcy Code.

7. No Marshaling. The Secured Creditors shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Collateral (whether pre-petition or post-petition). Additionally, the Secured Creditors shall be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under Section 552(b) of the Bankruptcy Code shall not apply to the Secured Creditors with respect to proceeds, product, offspring, or profits of any of the Collateral, to the extent such relief is granted.

8. Insurance. The Debtors shall maintain all necessary insurance (including, without limitation, life, fire, hazard, comprehensive, public liability, and workmen's compensation) for its

properties, including, but not limited to, the Collateral and the Post-Petition Collateral, in accordance with the obligations under the Senior Pre-Petition Loan Documents and the Subordinated Loan Documents and as may be required under any applicable operating guidelines of the U.S. Trustee, naming the Secured Creditors as loss payees and additional insureds with respect thereto. The Debtors shall provide the Secured Creditors, promptly after entry of this Final Order, with proof of all such coverage, as well as prompt notification of any change in such coverage which may hereafter occur.

9. Termination of Cash Collateral Usage. The Debtors shall be prohibited from using the Cash Collateral, absent further order of this Court, upon Termination.

10. Without Prejudice. This Final Order is without prejudice to: (a) any subsequent request by a party in interest (including, but not limited to the Secured Creditors) for modified adequate protection or restrictions on use of Cash Collateral; or (b) any other right or remedy which may be available to the Secured Creditors.

11. Enforcement. The Court shall retain jurisdiction to enforce the terms of this Final Order.

12. Miscellaneous.

(a) Any stay, modification, reversal, or vacation of this Final Order shall not affect the validity of any obligation of the Debtors to the Secured Creditors incurred pursuant to this Final Order. Notwithstanding any such stay, modification, reversal, or vacation, all use of Cash Collateral and all obligations incurred by the Debtors pursuant hereto prior to the effective date of such stay, modification, reversal, or vacation, shall be governed in all respects by the original provisions hereof and the Secured Creditors shall be entitled to all the rights, privileges, and benefits, including without limitation, the Adequate Protection, the Adequate Protection Liens, and the Secured Creditors' Superpriority Claims granted herein.

(b) The provisions of this Final Order, and any actions taken pursuant hereto, shall survive entry of any order which may be entered (a) confirming any plan of reorganization in any of the Chapter 11 Cases, (b) converting any of the Chapter 11 Cases to a chapter 7 case, or (c) dismissing any of the Chapter 11 Cases, and the terms and provisions of this Final Order as well as the Adequate Protection, Adequate Protection Liens, and Secured Creditors' Superpriority Claims granted pursuant to this Final Order shall continue in full force and effect notwithstanding the entry of such order, and the Adequate Protection, Adequate Protection Liens, and Secured Creditors' Superpriority Claims shall maintain their priority as provided by this Final Order.

(c) Nothing contained in the Motion or this Final Order shall constitute a waiver by the Secured Creditors of their rights to seek other or additional relief from the Court as the circumstances may dictate, including, but not limited to, the right to seek additional adequate protection, relief from the automatic stay, dismissal or conversion of the Chapter 11 Cases, or the appointment of a trustee or an examiner (including a trustee or examiner with duties in addition to those set forth in sections 1106(a)(3) and (a)(4) of the Bankruptcy Code).

(d) The Debtors are authorized to perform all acts that are deemed reasonably necessary by the Debtors to effectuate the terms and conditions of this Final Order.

13. Notice. Any notice or correspondence required to be sent hereunder shall be forwarded by email at the addresses set forth below, and by first class mail, and shall be deemed given upon the earlier of (a) successful email transmission, or (b) two (2) days after being deposited in the United States Mail, postage pre-paid, and addressed as follows:

If to the Senior Secured Creditor:

Christopher Hill
Senior Vice President - Loan Portfolio Manager

Wells Fargo Capital Finance
100 Park Avenue, 3rd Floor
New York, NY 10017
Christopher.Hill@wellsfargo.com

With a copy to:

Donald E. Rothman, Esq.
Rierner & Braunstein LLP
Three Center Plaza
Boston, Massachusetts 02108
E-mail: drothman@riernerlaw.com

If to the Debtor:

Oreck Corporation
Attn: Mike Robbins
565 Marriott Dr., Suite 300
Nashville, TN 37214
mrobbins@carlmarks.com

With a copy to:

William L. Norton III
BRADLEY ARANT BOULT CUMMINGS LLP
1600 Division St., Suite 700
Nashville, TN 37203
bnorton@babco.com

If to the Subordinated Secured Creditors:

Richard A. Stieglitz Jr.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005
rstieglitz@cahill.com

Dated: May __, 2013

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

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APPROVED FOR ENTRY:

/s/ William L. Norton III.
William L. Norton III
BRADLEY ARANT BOULT CUMMINGS LLP
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Nashville, TN 37203
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bnorton@babc.com

Attorney for Debtors

/s/ Donald E. Rothman, Esq
Donald E. Rothman, Esq
Riemer & Braunstein LLP
3 Center Plaza
Boston, Massachusetts 02108
drothman@riemerlaw.com.

Attorneys for Wells Fargo

Exhibit "A"

(Budget)

Payroll – May 10, 2013:	\$142,000
Payroll – May 17, 2013:	\$1,123,000
Total:	\$1,265,000

1559040.1