

of the Sale Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having granted a portion of the relief sought in the Sale Motion pursuant to the Court's Order, dated June 20, 2013 [D.E. 361] (the "Sale Procedures Order") and having approved the Sale Procedures attached thereto; and a Qualified Bid in accordance with the Sale Procedures having been submitted by submitted by Oreck Acquisition Company, LLC (the "Purchaser") and Royal Appliance Manufacturing Company, as guarantor of the Purchaser's obligations under the APA (as defined below); and the Auction having been conducted in accordance with the Sales Procedures on July 8, 2013, and the Purchaser having been chosen by the Debtors, in consultation with the Notice Parties, as the Successful Bidder at the conclusion of the Auction; and the Court having conducted a hearing on the Sale Motion on July 16, 2013 (the "Sale Hearing") at which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered (i) the Sale Motion, (ii) the Asset Purchase Agreement dated July [___], 2013 (the "APA"), by and among the Purchaser and the Debtors, whereby the Debtors have agreed, among other things, to sell the Purchased Assets and certain of the Debtors' executory Contracts and unexpired Leases to the Purchaser (the "Sale Transaction"); and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing, including the transcript of the Auction filed with the Court at the Sale Hearing; and due and proper notice of the Sale Motion and the Sale Hearing having been provided in accordance with the Sale Procedures Order and that no other or further notice need be provided; and upon the record of the Sale Hearing, including all affidavits and declarations submitted in connection therewith, and all of the proceedings had before the Court; and the Court having reviewed the Sale Motion and all objections thereto (the "Objections"), and

all Objections having been overruled, withdrawn or resolved prior to or during the Sale Hearing; and the Court having found and determined that the Sale Transaction is appropriate under the circumstances of the Chapter 11 Cases, and is in the best interests of the Debtors, their estates and creditors, and all parties in interest, and that the legal and factual bases set forth in the Sale Motion and the record at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

FOUND AND DETERMINED THAT:²

A. This Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Sale Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. In light of the exigent circumstances of the Chapter 11 Cases, as established on the record at hearings held on May 21, 2013 and June 11, 2013 to consider a portion of the relief requested in the Sale Motion (together, the “Sale Procedures Hearings”); and based on the representations of counsel at the Sale Procedures Hearings and the Sale Hearing: (i) proper, timely, adequate, and sufficient notice of the Sale Motion, the Sale Procedures, the APA, the Sale Transaction, the procedures for assuming and assigning executory Contracts and unexpired Leases as described in the Sale Procedures Order (the “Assumption and Assignment Procedures”), and the Sale Hearing have been provided in accordance with Bankruptcy Rules 2002(a), 6004(a), and 6006(c) and in compliance with the Sale Procedures Order; (ii) such notice was good and sufficient, reasonable, and appropriate under the circumstances of the Chapter 11 Cases, and reasonably calculated to reach and apprise all holders of claims, liens, encumbrances, and other interests, including any tax and environmental claims, and including rights or claims

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

based on any successor or transferee liability, with respect to the Sale Procedures, the APA, the Sale Transaction, the Assumption and Assignment Procedures, and the Sale Hearing; (iii) no other or further notice of the Sale Motion, the Sale Procedures, the APA, the Sale Transaction, the Assumption and Assignment Procedures, and the Sale Hearing or any matters in connection therewith is or shall be required; provided that notice requirements and procedures with respect to the assumption and assignment of Additional Contracts (as defined below) shall be as set forth in this Sale Order. With respect to parties who may have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors (including, but not limited to, potential contingent warranty claims against the Debtors), the publication of notice made in *USA Today* on May 31, 2013 was sufficient and reasonably calculated under the circumstances to reach such parties.

C. The Sale Procedures provided a full, fair and reasonable opportunity for any entity to make an offer to purchase the Purchased Assets. The Debtors undertook the sale of the Purchased Assets and conducted the Auction in accordance with the Sale Procedures Order. The Purchaser submitted a Qualified Bid and participated in the Auction in accordance with the Sale Procedures Order in all respects.

D. As demonstrated by (i) the Sale Motion, (ii) the testimony and other evidence proffered or adduced at the Sale Hearing, and (iii) the representations of counsel made on the record at the Sale Hearing: (a) the Debtors have adequately marketed the Purchased Assets and conducted the sale process in compliance with the Sale Procedures Order; (b) a reasonable opportunity has been given to any interested party to make a higher or better offer for the Purchased Assets; (c) the consideration provided for in the APA constitutes the highest or otherwise best offer for the Purchased Assets and provides fair and reasonable consideration for

the Purchased Assets; (d) prompt approval of the Sale Transaction is the best means to preserve and maximize the value of the Debtors' assets; and (e) the Debtors' determination, in consultation with the Notice Parties, that the APA provides the highest or best offer for the Purchased Assets and that the Sale Transaction represents a better alternative for the Debtors' parties in interest than an immediate liquidation, constitute valid and sound exercises of the Debtors' business judgment.

E. The actions represented to be taken by the Debtors and the Purchaser are appropriate under the circumstances of the Chapter 11 Cases and are in the best interests of the Debtors, their estates, and creditors.

F. Approval of the APA and consummation of the Sale Transaction at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

G. The APA was not entered into for the purpose of hindering, delaying, or defrauding the Debtors' present or future creditors, and neither the Debtors, nor the Purchaser, is entering into the APA or proposing to consummate the Sale Transaction fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States or any other applicable jurisdiction with laws substantially similar to any of the foregoing. The consideration provided by the Purchaser pursuant to the APA is fair and reasonable and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code.

H. Each Debtor, subject to entry of this Sale Order, (i) has full corporate power and authority to execute the APA and all other documents contemplated thereby, and the sale of the Purchased Assets has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the

Sale Transaction, (iii) has taken all corporate action necessary to authorize and approve the APA and the consummation by the Debtors of the Sale Transaction, and (iv) needs no future consents or approvals, other than those expressly provided for in the APA, which may be waived by the Purchaser, to consummate the Sale Transaction.

I. The APA and the Sale Transaction were negotiated, proposed, and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors, the Purchaser, nor their respective agents, officials, personnel, representatives, and advisors, has engaged in any conduct that would cause or permit the APA or the transfers or transactions contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code.

J. The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

K. Neither the Purchaser, nor any of its respective agents, officials, personnel, representatives, or advisors is an "insider" of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

L. Upon the Closing of the Sale Transaction, the Debtors will transfer to the Purchaser the Purchased Assets. In exchange, the Purchaser will provide the Debtors with the Purchase Price, less the Good Faith Deposit.

M. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, and effective transfer of the Purchased Assets and, except for the Assumed Liabilities and the Make-Whole Adjustment (as defined in the APA), will vest the Purchaser with all right, title, and interest of the Sellers to the Purchased Assets free and clear of claims (for purposes of this Sale Order, the term "claim" shall have the meaning ascribed to such term in section 101(5) of the

Bankruptcy Code) liens, encumbrances, and other interests of any kind or nature whatsoever, including (i) rights or claims based on, or otherwise arising under, any doctrines of successor or transferee liability, (ii) rights or claims that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or the Purchaser's interest in the Purchased Assets, or any similar rights, and (iii) (a) those arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, demands, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, or other exercise of any attributes of ownership, and (b) all claims arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors or affiliates, whether known or unknown, contingent or otherwise, whether arising prior or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, "Encumbrances").

N. The Sellers may sell the Purchased Assets free and clear of any and all Encumbrances, because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those (i) holders of Encumbrances, and (ii) non-Debtor parties to the Assigned Agreements, who did not object, or who withdrew their Objections, to the Sale Transaction or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code, subject to the payment and receipt of the DIP Lender Payoff and the Second Lien Lenders Payoff Amount (as defined below) in accordance with paragraphs 21 and 22 of this Order.. Those (i) holders of Encumbrances, and (ii) non-Debtor parties to the Assigned Agreements, who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and, to the extent such Encumbrances

constitute valid and enforceable liens or other similar interests, are adequately protected by having such Encumbrances attach to the proceeds of the Sale Transaction ultimately attributable to the property against or in which they assert a lien or other similar interest; *provided* that to the extent any Encumbrances constitute liens or other similar interests which secure liabilities that are Assumed Liabilities and the Make-Whole Adjustment under this Sale Order and the APA, no such Encumbrances shall attach to the proceeds of the Sale Transaction.

O. The Purchaser would not have entered into the APA and would not consummate the Sale Transaction if, other than the Assumed Liabilities and the Make-Whole Adjustment, (i) the sale of the Purchased Assets were not free and clear of all Encumbrances, or (ii) if the Purchaser would, or in the future could, be liable for any such Encumbrances, or any other interests of any kind or nature whatsoever, including any rights or claims based on, or otherwise arising under, any doctrines of successor or transferee liability.

P. [The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Assigned Agreements to the Purchaser in connection with the consummation of the Sale Transaction, and the assumption and assignment of the Assigned Agreements is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Agreements being assigned to, and the liabilities being assumed by, the Purchaser are an integral part of the Purchased Assets being purchased by the Purchaser, and, accordingly, such assumption and assignment of the Assigned Agreements and liabilities are reasonable, enhance the value of the Debtors' estates, and do not constitute unfair discrimination.]

Q. [The Debtors have (i) cured and/or provided adequate assurance of cure (through the Purchaser) of any default existing prior to the date hereof under any of the Assigned

Agreements that have been designated by the Purchaser for assumption and assignment under the APA, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided compensation or adequate assurance of compensation through the Purchaser to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Agreements, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Purchaser has provided adequate assurance of future performance under the Assigned Agreements, within the meaning of section 365(b)(1)(C) of the Bankruptcy Code.]

R. The Debtors are the sole and lawful owners of the Purchased Assets, and no other person, including, without limitation, Oreck China, Oreck UK and Oreck Franchise (collectively, the “Non-Debtor Affiliates”) has any ownership right, title, or interest therein. The Non-Debtor Affiliates have acknowledged and agreed to the Sale Transaction and, as required by, and in accordance with, the APA, transferred any legal, equitable, or beneficial right, title, or interest they may have in or to the Purchased Assets to the Purchaser.

S. Any sale of personally identifiable information in connection with the Sale Transaction is consistent with the Debtors’ policy regarding personally identifiable information and does not violate applicable non-bankruptcy law, and no ombudsman need be appointed under section 332 of the Bankruptcy Code.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Sale Motion is granted as provided herein, and entry into and performance under, and in respect of, the APA and the Sale Transaction is approved.

2. All Objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such Objections, are overruled on the merits.

Approval of the APA

3. The APA, all transactions contemplated thereby, and all the terms and conditions thereof (subject to any modifications contained herein) are approved. If there is any conflict between the APA, the Sale Procedures Order, and this Sale Order, this Sale Order shall govern and control.

4. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized to perform their obligations under, and comply with the terms of, the APA and consummate the Sale Transaction pursuant to, and in accordance with, the terms and provisions of the APA and this Sale Order.

5. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the APA, together with all additional instruments and documents that the Debtors or the Purchaser deem necessary or appropriate to implement the APA and effectuate the Sale Transaction, and to take all further actions as may reasonably be required by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession the Purchased Assets or as may be necessary or appropriate to the performance of the obligations as contemplated by the APA.

6. This Sale Order and the APA shall be binding in all respects upon the Debtors, their affiliates, all known and unknown creditors of, and holders of equity security interests in, any Debtor, including any holders Encumbrances or other interests, including rights or claims based on any successor or transferee liability, all non-Debtor parties to the Assigned

Agreements, all successors and assigns of the Purchaser, each Seller (as defined under the APA) and their Affiliates and subsidiaries, the Purchased Assets, all interested parties, their successors and assigns, and any trustees appointed in the Chapter 11 Cases or upon a conversion of any of such cases to cases under chapter 7 of the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in any of the Chapter 11 Cases or the order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the APA or this Sale Order.

[Assumption and Assignment]

7. [The Cure Amounts as agreed upon by the parties and set forth on Schedule 5.6 to the APA hereto, satisfy in full any obligation of the Debtors under sections 365(b)(1)(A) and (B) of the Bankruptcy Code associated with the Assigned Agreements, or under other applicable law, to cure any pre-petition defaults, or actual pecuniary loss resulting from such defaults.

8. The Assigned Agreements are deemed assigned to the Purchaser as of the closing date of the Purchase Agreement. Pursuant to the Purchase Agreement, the Purchaser shall pay in full all Cure Amounts (as defined in the Purchase Agreement) to the counterparties of the Assigned Agreements. Under sections 365(b)(1)(C) and (f)(2) of the Bankruptcy Code, the parties other than the Debtors to the Assigned Agreements are adequately assured of the future performance of such Assigned Agreements.]

9. As set forth in the APA, during the Election Period the Purchaser shall have the right in its sole discretion to require that the Debtors use best efforts to assume and assign to the Purchaser any Contracts and Leases not set forth on Schedule 5.6 to the APA (each, an “Additional Contract”) for no additional consideration; *provided* that the Purchaser will pay to the Debtors the full Cure Amount for each Additional Contract; and *provided further* that with

respect to each Additional Contract for which notice of the proposed Cure Amount was previously given in accordance with Sale Procedures Order and the Assumption and Assignment Procedures (the "Cure Amount Notice"), and as to which no objection was interposed by the non-Debtor party to such Additional Contract, the Cure Amount for such Additional Contract shall be as set forth in the Cure Amount Notice. During the Election Period, the Purchaser shall pay to the Debtors on a current basis any post-petition administrative expense relating to all Executory Contracts and Unexpired Leases not set forth on Schedule 5.6 to the APA and as to which no direction to reject is given pursuant to Section 5.6(b) of the APA, pending the determination whether such Executory Contract or Unexpired Lease will be assumed and assigned or rejected; *provided* that the Purchaser may not require the assumption or assignment of any Additional Contract which it has previously informed the Sellers may be rejected and with respect to which an order of the Bankruptcy Court has been entered approving such rejection. Within five (5) Business Days of receipt of written notice from the Purchaser directing the Debtors to seek the assumption and assignment of any Additional Contract, the Debtors shall promptly file with the Bankruptcy Court a motion for an order (each, a "Section 365 Order") authorizing such assumption and assignment to the Purchaser pursuant to Section 365 of the Bankruptcy Code. Any such motion and Section 365 Order shall be in form and substance reasonably acceptable to Purchaser. The Sellers shall file such motion and deliver notice thereof to all Persons entitled to notice thereof, all in accordance with the applicable provisions of the Bankruptcy Code, Local Rules and applicable order(s) of the Bankruptcy Court, including the Sale Procedures Order and this Sale Order. Promptly upon approval of any such Section 365 Order (unless such Section 365 Order shall have been stayed, modified, reversed or amended), the Debtors and the Purchaser shall take, or cause to be taken, all actions necessary or desirable

to effect the assumption and assignment to the Purchaser of the applicable Additional Contracts, and such Additional Contracts shall be deemed to be Assigned Agreements for all purposes under the APA and this Sale Order.

Transfer of Purchased Assets Free and Clear

10. Except for the Assumed Liabilities and the Make-Whole Adjustment, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Assets shall be transferred to the Purchaser in accordance with the APA, and, upon the Closing, shall be free and clear of all Encumbrances, and any other interests of any kind or nature whatsoever, including any rights or claims based on, or otherwise arising under, any doctrines of successor or transferee liability, and those relating to taxes arising from or in any way relating to the Purchase Assets prior to the Closing, and all such Encumbrances, and other interests, including any rights or claims based on, or otherwise arising under, any doctrines of successor or transferee liability, shall attach to the net proceeds of the Sale Transaction in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors or any other party in interest may possess with respect thereto.

11. Except as expressly permitted or otherwise specifically provided by the APA or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, employees, litigation claimants, and other creditors, holding Encumbrances, and other interests of any kind or nature whatsoever, including any rights or claims based on, or otherwise arising under, any doctrines of successor or transferee liability, against or in a Debtor or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with,

or in any way relating to, the Debtors, the Purchased Assets, the operation of the Purchased Assets prior to the Closing, or the Sale Transaction, are forever barred, estopped, and permanently enjoined (with respect to future claims, to the fullest extent constitutionally permissible) from asserting against the Purchaser, its successors or assigns, its property, or the Purchased Assets, such persons' or entities' Encumbrances and other interests, including any rights or claims based on, or otherwise arising under, any doctrines of successor or transferee liability.

12. This Sale Order (a) shall be effective as a determination that, other than Assumed Liabilities and the Make-Whole Adjustment, as of the Closing: (i) no claims will be assertable against the Purchaser, its affiliates, their present or contemplated members or shareholders, successors, or assigns, or any of their respective assets (including the Purchased Assets); (ii) the Purchased Assets shall have been transferred to the Purchaser free and clear of all Encumbrances; and (iii) the transactions contemplated under the APA have been effected; and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction and any other transactions contemplated by the APA.

13. The transfer of the Purchased Assets to the Purchaser pursuant to the APA constitutes a legal, valid, and effective transfer of the Purchased Assets and shall vest the Purchaser with all right, title, and interest of the Sellers in and to the Purchased Assets free and clear of all Encumbrances and other interests, including any rights or claims based on, or otherwise arising under, any doctrines of successor or transferee liability, other than the Assumed Liabilities and the Make-Whole Adjustment.

14. On the Closing of the Sale Transaction, each of the Debtors' creditors and any other holder of an Encumbrance or other interest is authorized and directed to execute such documents and take all other actions as may be necessary to release its Encumbrance or other interest in the Purchased Assets, to the extent such Encumbrance or other interest may have been recorded or may otherwise exist.

15. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing an Encumbrance or other interest in the Debtors or the Purchased Assets shall not have delivered to the Sellers prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Encumbrances or other interests, which the person or entity has with respect to the Debtors or the Purchased Assets or otherwise, then (a) the Debtors are authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Debtors or the Purchased Assets, and (b) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Sale Order, which shall constitute conclusive evidence of the release of all Encumbrances and other interests in the Debtors or the Purchased Assets.

16. All persons or entities in possession of any of the Purchased Assets are directed to surrender possession of such Purchased Assets to the Purchaser or its respective designees at the time of Closing of the Sale Transaction.

17. Following the Closing of the Sale Transaction, no holder of any Encumbrance or other interest shall interfere with the Purchaser's title to, or use and enjoyment of the Purchased Assets based on, or related to, any such Encumbrance or other interest, or based on any actions the Debtors may take in the Chapter 11 Cases.

18. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to the Purchaser in accordance with the APA and this Sale Order; *provided, however*, that the foregoing restriction shall not prevent any person or entity from appealing this Sale Order or opposing any appeal of this Sale Order.

19. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Sale Transaction contemplated by the APA.

Transition Services Agreement

20. The Debtors are hereby authorized to enter into a transition services agreement reasonably satisfactory in form and substance to the Debtors and the Purchaser, subject to the consent of the Committee (such consent not to be unreasonably withheld), pursuant to which the Debtors will provide certain services to the Purchaser during the Election Period (the "Transition Services Agreement"), including information technology, human resources, and other administrative services; provided that the actual costs of such services shall be paid by the Purchaser up to a cap of [\$100,000.]

The Transition Services Agreement may also provide for certain services to be provided by the Purchaser to the Debtors to assist in the wind down of the Chapter 11 Cases.

Distribution of Sale Proceeds

21. Upon and subject to the Closing, and as a condition thereto, the payoff amount for the DIP Loan (the “DIP Lender Payoff Amount”) shall be wired in accordance with the DIP Credit Agreement to indefeasibly and irrevocably satisfy obligations of the Debtors under the DIP Credit Agreement, including reasonable and budgeted fees and expenses of counsel to the DIP Lender through and including the Closing Date. Such payment to the DIP Lender shall constitute a full satisfaction of the Purchaser’s obligation under the APA to pay such portion of the Purchase Price to the Debtors. Nothing herein shall constitute a waiver of any rights of the DIP Lender against the Debtors and their estates in the event that this amount is less than the actual amount of fees and expenses of counsel to the DIP Lender.

22. Upon and subject to the Closing, and as a condition thereto, \$[6,075,101.37] (the “Second Lien Lenders Payoff Amount”) shall be wired to one or more bank accounts designated by the Second Lien Lenders to indefeasibly and irrevocably satisfy obligations of the Debtors under the Second Lien Credit Agreement, including reasonable and budgeted fees and expenses of counsel to the Second Lien Lenders through and including the Closing Date, with the right of counsel and/or the Second Lien Lenders to seek reimbursement of fees and expenses thereafter expressly reserved. Such payment to the Second Lien Lenders shall constitute a full satisfaction of the Purchaser’s obligation under the APA to pay such portion of the Purchase Price to the Debtors. Without limiting paragraphs 13 and 19 of the Final DIP Order entered June 12, 2013, these funds are not and shall not be deemed to constitute property of the Debtors or their estates under section 541(a) of the Bankruptcy Code or any other applicable law; provided, however, that any residual interest of the Debtors or their estates therein shall remain property of the

estate. In the event that the estimated portion of these funds ultimately exceeds the actual amount of fees and expenses of counsel to the Second Lien Lenders, then any such excess funds shall promptly be remitted to the Debtors. Nothing herein shall constitute a waiver of any rights of the Second Lien Lenders against the Debtors and their estates in the event that these funds are less than the actual amount of fees and expenses of counsel to the Second Lien Lenders, and all rights related thereto are hereby reserved. Any payment of fees and expenses of counsel to the Second Lien Lenders shall be made in accordance with, and subject to, paragraph 14(e) of the Final DIP Order. The Second Lien Lenders Payoff Amount does not include default interest otherwise chargeable with respect thereto, [provided in the event the Closing Date is delayed past July 24, 2013, the Second Lien Lenders reserve the right to accrue non-default interest to be added to the Second Lien Lenders Payoff Amount until the Second Lien Lenders are paid in full].

23. After payment of the DIP Lender Payoff Amount and the Second Lien Lenders Payoff Amount to the DIP Lender and the Second Lien Lenders, respectively, the remainder of the Purchase Price shall be paid to the Debtors.

24. The Debtors are authorized to pay to Sawaya Segalas & Co., LLC at Closing, the Success Fee, any accrued but unpaid Monthly Engagement Fees, and any accrued but unpaid expenses compensable under the Engagement Agreement pursuant to the terms and conditions of that certain Order Approving Employment of Sawaya entered June 12, 2013.

Additional Provisions

25. This Court retains exclusive jurisdiction to enforce and implement the terms and provisions of this Sale Order, the APA including, without limitation, the Make-Whole Adjustment, and all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith.

26. Except for the Assumed Liabilities and the Make-Whole Adjustment expressly set forth in the APA, none of the Purchaser, its present or contemplated members or shareholders, its successors or assigns, or any of their respective affiliates or any of their respective agents, officials, personnel, representatives, or advisors shall have any liability for any claim that arose prior to the Closing Date, relates to the production of the Debtors' products prior to the Closing Date, or otherwise is assertable against the Debtors or is related to the Purchased Assets prior to the Closing Date. The Purchaser shall not be deemed, as a result of any action taken in connection with the APA or any of the transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Purchased Assets, to: (i) be a legal successor, or otherwise be deemed a successor to the Debtors (other than with respect to any obligations arising under the Purchased Assets from and after the Closing); (ii) have, de facto or otherwise, merged with or into the Debtors; or (iii) be a mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors. Without limiting the foregoing, the Purchaser shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any claims, including, but not limited to, under any theory of successor or transferee liability, de facto merger or continuity, environmental, labor and employment, and products or antitrust liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted, or unasserted, fixed or contingent, liquidated or unliquidated.

27. Other than Assumed Liabilities and the Make-Whole Adjustment, effective upon the Closing and except as may be otherwise provided by stipulation filed with or announced to the Court with respect to a specific matter or an order of the Court, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Purchaser, its present or contemplated members or shareholders, its successors and assigns, or the Purchased Assets, with respect to any (i) Encumbrance or other interest against the Debtors, or (ii) successor or transferee liability of the Purchaser for any of the Debtors, including, without limitation, the following actions: (a) commencing or continuing any action or other proceeding pending or threatened against the Debtors derivatively against the Purchaser or its successors, assigns, affiliates, or their respective assets, including the Purchased Assets; (b) enforcing, attaching, collecting, or recovering as against the Purchaser, its successor, assigns, or their respective assets, including the Purchased Assets in any manner any judgment, award, decree, or order against the Debtors; (c) creating, perfecting, or enforcing any Encumbrance or other interest asserted against the Debtors as against the Purchaser or its successors, assigns, affiliates, or their respective assets, including the Purchased Assets; (d) asserting any setoff, right of subrogation, or recoupment of any kind for any obligation of any of the Debtors as against any obligation due the Purchaser or its successors, assigns, affiliates, or their respective assets, including the Purchased Assets; (e) commencing or continuing any action, in any manner or place, that does not comply, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated

with such assets. Notwithstanding the foregoing, a relevant taxing authority's ability to exercise its rights of setoff and recoupment are preserved.

28. The Purchaser has given fair and substantial consideration under the APA for the benefit of the holders of Encumbrances and other interests. The consideration provided by the Purchaser for the Purchased Assets under the APA is greater than the liquidation value of the Purchased Assets and shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

29. The consideration provided by the Purchaser for the Purchased Assets under the APA is fair and reasonable. The APA and the Sale Transaction were negotiated, proposed, and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions, and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

30. The APA and the Sale Transaction are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided in this Sale Order to consummate the Sale Transaction shall not affect the validity of the Sale Transaction (including the assumption and assignment of any of the Assigned Agreements), unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Purchased Assets and each of the Purchaser and its agents, officials, personnel, representatives, and advisors are entitled to all the protections afforded by section 363(m) of the Bankruptcy Code.

31. Each and every federal, state, and local governmental agency or department is authorized to accept for filing or recordation any and all documents and instruments necessary or

appropriate to consummate the Sale Transaction or any other transactions contemplated by the APA.

32. The Assumed Liabilities include warranty obligations of the Debtors pursuant to and subject to conditions and limitations contained in their express written warranties, which were delivered in connection with the sale of the Debtors' products and components prior to the Closing of the Sale Transaction and specifically identified as a "warranty." The Assumed Liabilities do not include, and the Purchaser will assume not responsibility, for any liabilities contended to arise by virtue of other alleged warranties, including implied warranties and statements in materials such as, without limitation, individual customer communications, owner's manuals, advertisements, and other promotional materials, catalogs, and point of purchase materials.

33. Subject to further Court order and consistent with the terms of the APA, the Debtors and the Purchaser are authorized to, and shall, take appropriate measures to maintain and preserve, until the consummation of any chapter 11 plan for the Debtors or the conversion or dismissal of the Chapter 11 Cases, the books, records, and any other documentation, including tapes or other audio or digital recordings and data in, or retrievable from, computers or servers relating to or reflecting the records held by the Debtors or their affiliates relating to the Debtors' business.

34. The Debtors are authorized to take any and all actions that are contemplated by or in furtherance of the Sale Transaction and the APA, with the consent of the Purchaser.

35. No law of any state or other jurisdiction relating to bulk sales or similar laws shall apply in any way to the transactions contemplated by the APA, the Sale Motion, and this Sale Order.

36. The Debtors shall comply with their tax obligations under 28 U.S.C. § 960.

37. Notwithstanding anything contained in their respective organizational documents or applicable state law to the contrary, each of the Debtors is authorized and directed, upon and in connection with the Closing, as provided in the APA, to change their respective names. Any amendment to the organizational documents (including the certificate of incorporation) of any of the Debtors to effect such name change is authorized and approved, without the necessity of Board or shareholder approval. Upon any such change with respect to Oreck, the Debtors shall file with the Court a notice of change of case caption within two (2) business days of the Closing, and the change of case caption for these Chapter 11 Cases shall be deemed effective as of the Closing.

38. The terms and provisions of the APA and this Sale Order shall inure to the benefit of the Debtors, their estates, and their creditors, the Purchaser, and their respective agents, officials, personnel, representatives, and advisors.

39. The failure to include any particular provisions of the APA in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety, except as modified herein.

40. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates. Any such proposed modification, amendment, or supplement that does have a material adverse effect on the Debtors' estates shall be subject to further order of the Court, on appropriate notice.

41. Any sale of personally identifiable information in connection with the Sale Transaction is consistent with the Debtors' policy regarding personally identifiable information and does not violate applicable non-bankruptcy law, and the Court concludes that any such sale is appropriate in conjunction with the Sale Transaction and that no ombudsman need be appointed under section 332 of the Bankruptcy Code.

42. During the month after Closing, the Purchaser shall send an e-mail to the Debtors' customers for whom the Debtors have usable e-mail addresses in their database, which will provide information about the Purchaser and procedures for consumers to opt out of being contacted by the Purchaser for marketing purposes. For a period of ninety (90) days following the Closing Date, the Purchaser shall include on the home page of Oreck's consumer web site a conspicuous disclosure of information about the Purchaser, its procedures for consumers to opt out of being contacted by the Purchaser for marketing purposes, and a notice of the Purchaser's new privacy statement. The Debtors and the Purchaser shall comply with the terms of established business relationship provisions in any applicable state and federal telemarketing laws.

43. The provisions of this Sale Order are non-severable and mutually dependent on each other.

44. After the Closing Date, no person or entity, including without limitation, any federal, state or local taxing authority, may: (a) attach or perfect a lien or security interest against the Purchased Assets on account of, any tax (or other amount alleged to be owing by the Debtors'), or (b) collect or attempt to collect from the Purchaser or any of its affiliates, any tax (or other amount alleged to be owing by the Debtors) (i) for any period commencing before and

concluding prior to or on the Closing Date, or (ii) assessed prior to and payable after the Closing Date, except as otherwise specifically provided in the APA.

45. As provided in Fed. R. Bankr. P. 6004(h) and 6006(d), this Sale Order shall not be stayed for 14 days after its entry, and instead shall be effective as of 12:00 noon, CDT, on July __, 2013, and the Debtors and the Purchaser are authorized to close the Sale Transaction any time thereafter. Any party objecting to this Sale Order must exercise due diligence in filing any appeal and pursuing a stay or risk its appeal being foreclosed as moot in the event Purchaser and the Debtors elect to close prior to this Sale Order becoming a Final 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

William L. Norton, III (#010075)
BRADLEY ARANT BOULT CUMMINGS LLP
Roundabout Plaza
1600 Division Street
Suite 700
Nashville, Tennessee 37203
Telephone: (615) 252-2397
Facsimile: (615) 252-6397
E-mail: bnorton@babc.com

Attorney for the Debtors