TRANSITION SERVICES AGREEMENT

between

ORECK CORPORATION
and its Affiliates listed on Schedule A attached

and

ROYAL APPLIANCE MFG. CO.

dated as of

July 24, 2013

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TRANSITION SERVICES AGREEMENT

This Transition Services Agreement, dated as of July 24, 2013 (this "***Agreement***"), is entered into between Oreck Corporation, a Delaware corporation ("***Oreck***"), its Affiliates listed on Schedule A attached hereto (collectively with Oreck, the "***Sellers***") and Royal Appliance Mfg. Co., an Ohio corporation ("***Royal***").

RECITALS

WHEREAS, on May 6, 2013 (i) the Sellers filed voluntary petitions commencing jointly administered cases (the "***Bankruptcy Cases***") under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Middle District of Tennessee (the "***Bankruptcy Court***");

WHEREAS, the Sellers have agreed to sell, transfer, convey, assign and deliver to OAC Acquisition Company LLC, a Delaware limited liability company (the "***Purchaser***"), and Purchaser has agreed to purchase and accept from the Sellers, substantially all the business and assets, and certain specified liabilities, of the Sellers, pursuant to the Asset Purchase Agreement, dated as of July 24, 2013 (the "***Purchase Agreement***"), between Purchaser, Royal, the Sellers, and Oreck (Shenzhen) Management Consulting Co. Ltd., a company organized under the laws of Shenzhen, China, Oreck Limited, a company organized under the laws of the United Kingdom, and Oreck Franchise Services, LLC, a Delaware limited liability company (capitalized terms used herein and not otherwise defined herein shall be used as defined in the Purchase Agreement);

WHEREAS, on July 22, 2013, the Bankruptcy Court entered an order approving the Purchase Agreement, and authorizing the Sellers to consummate the transactions contemplated thereby, including entering into this Agreement;

WHEREAS, pursuant to the Purchase Agreement, Purchaser has designated Royal to assume and accept a portion of the Purchased Assets and Assumed Liabilities and enter into this Agreement;

WHEREAS, Royal wishes to make offers of employment to the Cookeville Employees and the Transferred HQ Employees (each as defined below) and to reimburse the Sellers for the costs of their employment from the Closing Date through the Hire Date (defined below);

WHEREAS, with respect to the Sellers' Oreck Clean Home Center retail stores (the "Stores"), Royal is seeking a purchaser or purchasers (the "***Store Purchasers***") to assume the leases thereon and purchase the inventory and other assets therein and associated therewith shortly after the Closing, and wishes to reimburse the Sellers for the costs of employment of the Retail Employees (defined below) following the Closing Date as hereinafter provided;

WHEREAS, following the Closing under the Purchase Agreement on the date hereof, the Sellers will be engaged in winding down their affairs and liquidating their bankruptcy estates (the "***Sellers' Wind Down***"), and are also willing to provide and have agreed to provide

Transition Services (as defined below) to Royal and its assigns on the terms and conditions set forth herein;

WHEREAS, Royal is willing to direct Transferred HQ Employees to provide the Sellers with the Wind Down Services (as defined herein) prior to the Hire Date, as reasonably requested by the Sellers, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Royal and the Sellers hereby agree as follows:

ARTICLE I
SELLERS' EMPLOYEES

Section 1.01 Cookeville Employees.

(a) The individuals employed at the Sellers' Cookeville facility as of the date of this Agreement and from time to time through the Hire Date are referred to herein as the "***Cookeville Employees.***" References throughout this Agreement to Cookeville Employees shall mean only the employees employed by Sellers at the Sellers' Cookeville facility (the "***Plant***") at the relevant time.

(b) Royal will offer employment with Royal to the Cookeville Employees to be effective as promptly as practical following the date hereof. Such employment is anticipated to be effective on or about October 1, 2013, which is the earliest practicable date that the employees are able to be enrolled in Royal's Automatic Data Processing, Inc. ("***ADP***") payroll system (such effective date, the "***Hire Date***").

(c) Sellers will continue to employ the Cookeville Employees until immediately prior to the Hire Date in accordance with Section 1.04 and Section 1.05 , at which time the Transition Period (as defined herein) with respect to the Cookeville Employees will end. Royal will reimburse the Sellers for the costs associated with the Sellers' continued employment of the Cookeville Employees pursuant to ARTICLE IV.

(d) For the avoidance of doubt, Royal shall not be obligated to offer employment to, and the Sellers shall not be required to continue to employ, any Cookeville Employee whose employment is terminated prior to the Hire Date voluntarily by the employee or by the Sellers for cause, as described in Section 1.05.

(e) During the Transition Period, the Sellers will direct the Cookeville Employees to continue to perform the work heretofore they have performed for the Sellers and as directed by Royal in accordance with the Section 1.04.

Section 1.02 Headquarters Employees.

(a) The individuals identified on Part I of Annex I on the "Roster of Transferred HQ Employees", are referred to herein as the "***Transferred HQ Employees***". References throughout this Agreement to Transferred HQ Employees shall mean only the employees employed by Sellers and listed on the "Roster of Transferred HQ Employees" at the relevant time. Workers

other than the Cookeville Employees, the Transferred HQ Employees and the Retail Employees defined below are referred to herein as the "***Non-Transferred HQ Employees;***" Non-Transferred HQ Employees necessary for the performance of the Transition Services identified on Part II of Annex I on the "Roster of Transition Employees" are referred to herein as the ***"Transition Employees."*** References throughout this Agreement to Non-Transferred HQ Employees shall mean only the employees employed by Sellers employed at the Sellers' corporate headquarters located in Nashville (the "***Headquarters***") or mobile workers, in either case only if not listed on the "Roster of Transferred HQ Employees" at the relevant time. Transferred HQ Employees and Non-Transferred HQ Employees may include mobile workers as well as workers actually employed the Headquarters.

(b) Royal will offer employment with Royal to the Transferred HQ Employees as of the Hire Date.

(c) The Sellers will continue to employ the Transferred HQ Employees until immediately prior to the Hire Date in accordance with Section 1.05, at which time the Transition Period with respect to the Transferred HQ Employees will end. The Sellers will continue to employ until the end of the Transition Period, subject to the terms and conditions herein (including Section 1.05), each of the Transition Employees and such of the other Non-Transferred HQ Employees as are necessary to provide the Transition Services (as defined herein). Royal will reimburse the Sellers for the costs associated with the Sellers' continued employment of the Transferred HQ Employees as described in ARTICLE IV, subject to the provisions thereof providing for settlement of Transition Services and Wind-Down Services provided during the Transition Period.

(d) The Sellers and Royal agree that, throughout the term of this Agreement, Royal may re-classify individuals as Transferred HQ Employees, Non-Transferred HQ Employees or Transition Employees by delivering an updated "Roster of Transferred HQ Employees" or "Roster of Transition Employees" to Sellers. For the avoidance of doubt, but subject to Section 7.2(c) of the Purchase Agreement, Royal shall not be obligated to offer employment to any Transferred HQ Employee, and the Sellers shall not be required to continue to employ any Transferred HQ Employee or Transition Employee, in either case whose employment is terminated voluntarily by the employee or by the Sellers for cause, as described in Section 1.05, in either case prior to the Hire Date or the end of the Transition Period, as applicable.

(e) During the Transition Period, the Sellers will direct the Transferred HQ Employees to continue to perform the work heretofore they have performed for the Sellers and as directed by Royal in accordance with the Section 1.04, and will direct the Non-Transferred HQ Employees to continue to perform the Transition Services. During the Transition Period, Royal will direct the Transferred HQ Employees to perform such Wind-Down Services as Sellers may reasonably request.

Section 1.03 Retail Employees.

(a) The individuals employed at the Stores, which Stores are listed on Annex II attached hereto as of and following the date of the Agreement are referred to herein as the "***Retail Employees***". References throughout this Agreement to the Retail Employees shall mean

only the employees employed by the Sellers and working at one of the various retail stores at the relevant time.

(b) The Sellers will continue to employ each Retail Employee until the end of the Transition Period with respect to each such Retail Employee, subject to the terms and conditions herein (including Section 1.05). Royal will reimburse the costs associated with the Sellers' continued employment of the Retail Employees pursuant to ARTICLE IV.

(c) The Transition Period for any Retail Employee will extend until the earlier of the (i) the effective date of his or her employment with a Store Purchaser on the earliest practicable date on which he or she can be enrolled on the Store Purchaser's payroll system (the "***Retail Hire Date***" for such Retail Employee) and (ii) date as of which Royal advises the Sellers that such individual's employment should be terminated in accordance with Section 1.05, provided that such Transition Period will not extend beyond the End Date except as contemplated by Section 4.06.

(d) Royal may (i) assign a portion of its rights and delegate a portion of its duties hereunder to Store Purchasers so as to permit such Store Purchaser to second such employees as contemplated by Section 1.04 and become directly obligated to the Sellers for costs associated with such employees as contemplated by this Agreement and (ii) enter into transition services agreements with Store Purchasers contemplating the provision of Transition Services by the Sellers to such Store Purchasers, provided that Royal will remain secondarily liable for any of its obligations to the Sellers under this Agreement assumed by Store Purchasers.

(e) For the avoidance of doubt, the Sellers shall not be required to continue to employ any Retail Employee whose employment is terminated voluntarily by the employee or by the Sellers for cause, as described in Section 1.05, prior to the End Date (as defined herein).

(f) During the Transition Period, the Sellers will direct the Retail Employees to continue to perform the work heretofore they have performed in the retail stores and to perform the work reasonably requested by Royal or any applicable Store Purchaser (the "***Retail Services***").

Section 1.04 Secondment.

(a) During the Transition Period, the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees will remain employees of the Sellers or any of their Affiliates, as applicable, and shall not be deemed to be employees of Royal for any purpose.

(b) From the date of the Agreement until the Hire Date, Royal will second the Cookeville Employees and the Transferred HQ Employees to provide services to the Business and to perform such other tasks and duties as may be requested by Royal, and Store Purchasers may second the Retail Employees working in such Stores to provide services at such Stores and to perform such other tasks and duties as may be requested by the applicable Store Purchaser.

(c) All such employees will remain employees of the Sellers, unless and until any such employees' employment with the Sellers is terminated prior to the Hire Date, although they will be assigned to perform services to the Business and such Stores, respectively.

(d) Royal, or any applicable Store Purchaser, as the case may be, shall monitor, supervise or control the activity of such seconded employees, although, during the period of such employee's employment with the Sellers, the Sellers will retain all rights of employment including, but not limited to, the right to terminate the employment relationship, the right to evaluate each employee's job performance and the right to determine each employee's compensation, in each case subject to the terms of this Agreement, including Section 1.05. During the Transition Period, Sellers will not interfere with the ability of Royal or any applicable Store Purchaser to supervise and control the activities of the seconded employees.

(e) Subject to any applicable laws of the United States and this Agreement, the Sellers will determine and set such employees' compensation and benefits consistent with this Agreement and will be responsible for their payment or provision to or for their benefit. The Cookeville Employees and the Transferred HQ Employees will not be eligible to participate in any benefit plan maintained by Royal for its employees prior to the Hire Date, if applicable, and the seconded Retail Employees will not be eligible to participate in any benefit plan maintained by the applicable Store Purchaser for its employees prior to the applicable Retail Hire Date.

Section 1.05 Terms of the Services and Rights of Royal.

(a) The Sellers shall cause one or more of their Affiliates to: (i) make the Transferred HQ Employees and the Cookeville Employees to perform the services as may be directed by Royal pursuant to Section 1.04; (ii) make the Non-Transferred Employees available to perform the Transition Services; and (iii) direct the Retail Employees to perform the Retail Services or their job duties as described herein.

(b) The direction and supervision of the Transferred HQ Employees, the Cookeville Employees and the Retail Employees and their conduct and actions shall be the exclusive responsibility of Royal; *provided* that:

(i) with regard to terminations of employment with the Sellers made at the request of Royal, such request shall be in writing and the Sellers shall cause such requested terminations to be effective no later than the later of (i) the date set forth as the termination date in such written request or (ii) two days following the receipt of such written request; *provided* that any employee Royal requests to be terminated that the Sellers desire to retain shall thereafter be designated an Non-Transferred HQ Employee for which Royal shall have no financial or other responsibility;

(ii) with regard to terminations of employment with the Sellers for "cause" (which, for purposes of this Agreement shall include any termination due to violations by an employee of established procedures or policies of the Sellers or applicable law), such terminations will be conducted in consultation with Royal, *provided* that the Sellers will have the ultimate decision making authority; and

(iii) the Sellers shall not increase or decrease the compensation payable to any Transferred HQ Employee, Cookeville Employee or Retail Employee prior to the end of the Transition Period without consultation with Royal; *provided* the Sellers will have ultimate decision making authority; and provided further that any increase in compensation shall not be included in the Employment Expense Reimbursement or the Transition Expenses (each as defined below) or otherwise become an obligation of Royal without its prior written consent.

(c) Any employee of the Sellers will cease to be a Transferred HQ Employee, Non-Transferred HQ Employee, Cookeville Employee or Retail Employees under this Agreement (and any obligations of Royal under the Agreement with respect to such employee (other than any required severance or obligations under the Consolidated Omnibus Budget Reconciliation Act ("***COBRA***")) shall cease) immediately upon that employee ceasing to be employed by the Sellers for any reason, and the Sellers will have no obligation to replace any terminated employee.

ARTICLE II
PROVISION OF TRANSITION SERVICES

Section 2.01 Provision of Transition Services.

(a) Transition Services. Royal anticipates the need for certain services with respect to the Business, including, but not limited to, access to software, equipment leased by the Sellers, administration of payroll, employee benefit plans, workers compensation policies (other than, after July 31, 2013, for the Transferred HQ Employees, the Retail Employees and the Cookeville Employees) and COBRA, management of information technology, demand planning, finance, accounting, and certain other services as more fully set forth on Schedule B attached hereto (as such schedule may be amended or supplemented pursuant to the terms of this Agreement) (the "***Transition Services***") for the respective periods and on the other terms and conditions set forth in this Agreement. The Sellers agree to assist in the providing of the Transition Services through its employees or through assets that were not otherwise Purchased Assets. The Sellers and Royal understand and agree that to the extent the Transition Services are services to be performed by employees of Sellers, such services shall be provided by the Sellers by virtue of the Sellers continuing the employment of, and shall be provided by, Transition Employees, Transferred HQ Employees, the Retail Employees or the Cookeville Employees, as applicable.

(b) Wind-Down Services. Royal agrees to provide, or to cause its Affiliates to provide, to the Sellers, with respect to the Sellers' Wind Down, the following services: (i) those services required to complete the Sellers' Wind Down upon the reasonable request of the Sellers' chief restructuring officer, any other person to be designated by the Sellers and any successor administrator or trustee of the Sellers (the "***Chief Liquidation Officer***"), including, but not limited to, (i) the forwarding of mail and emails to the Chief Liquidating Officer related to the Sellers, (ii) providing access to information technology systems and hardware to restore backup tape, if necessary, (iii) and such other services as are reasonably requested and required by the Chief Liquidation Officer to conduct the Sellers' Wind Down (the "***Wind Down Services***"); *provided*, that such request shall not unreasonably interfere with the daily operations of the

Business. For the avoidance of doubt, Royal shall not be required to provide any Wind Down Services unless such services are requested by the Chief Liquidation Officer.

(c) Additional Services. The Sellers agree to respond in good faith to any reasonable request by Royal for access to any additional services that are necessary for the operation of the Business and which are not currently contemplated in Schedule B, at a price to be agreed upon after good faith negotiations between the parties, which price shall not exceed the actual, or a reasonable estimate of the actual, costs to the Sellers to provide such services. Any such additional services so provided by the Sellers shall constitute Transition Services under this Agreement and be subject in all respects to the provisions of this Agreement as if fully set forth on the schedules as of the date hereof.

(d) Transition Process. The parties hereto acknowledge the transitional nature of theTransition Services. Accordingly, as promptly as practicable following the execution of this Agreement the parties hereto agree to cooperate in good faith and use commercially reasonable efforts to make a transition of each Transition Service to Royal's internal organization or alternate third-party sources and to cooperate with each other in all matters relating to the provision and receipt of the Transition Services. Such cooperation shall include, to the extent applicable, collaborating on changes to operating procedures, assisting with negotiations with third-party service providers, and exchanging information and data which either party may reasonably require for the purposes of providing or receiving the Transition Services.

(e) Royal Property At Headquarters. It is understood and agreed that the Sellers are conveying to Royal at the Closing all personal property included among the Purchased Assets located at the Headquarters, which Royal will permit the Sellers to use during the Transition Period, subject to Section 5.02. The Sellers will cooperate as Royal may reasonably request in the removal of Royal's property from the Headquarters prior to a termination of the Sellers' lease of the Headquarters, including any property held under leases that Royal elects to assume during the Transition Period.

Section 2.02 Term.

(a) Transition Period. The "***Transition Period***" shall commence effective as of the day after the Closing Date and shall continue for a period ending on the earliest of (i) as to any particular Transition Service, the time period set forth for such Transition Service on Schedule B (an "***End Date***"); *provided*, *however*, that Royal may terminate an individual Transition Service, in part or in whole, prior to the expiration of the time period for such service set forth in Schedule B pursuant to Section 1.01 or ARTICLE V herein, and (ii) the date on which all Transition Services have been either terminated or are no longer being provided because their terms have expired.

(b) Termination of Services. Subject to Section 4.06, Section 4.07 and Section 5.04, the obligations of the Sellers and Royal under this Agreement to provide the Transition Services and the Wind Down Services shall terminate at the conclusion of the Transition Period. Notwithstanding the foregoing, the parties acknowledge and agree that Royal may determine from time to time that it does not require all or a portion of the Transition Services set out on Schedule B or that it does not require such Transition Services for the entire period up to the

applicable End Date. Accordingly, Royal may terminate any Transition Service, in whole or in part, upon notification to the Sellers in writing of any such determination.

Section 2.03 Standard of Service.

(a) Sellers Representations and Warranties. The Sellers represent, warrant and agree that the Transition Services shall be provided in good faith, in accordance with Law.

(b) Royal Representations and Warranties. Royal represents, warrants and agrees that the Wind Down Services shall be provided in good faith, in accordance with Law.

(c) Limitation of Representations and Warranties. Except as expressly set forth in Section 2.03(a) or (b) or in any contract entered into hereunder, the Sellers and Royal make no representations and warranties of any kind, implied or expressed, with respect to the Transition Services or the Wind Down Services, as applicable, including, without limitation, no warranties of merchantability or fitness for a particular purpose, which are specifically disclaimed. The Sellers and Royal acknowledge and agree that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the parties and that all Transition Services and Wind Down Services are provided by the Sellers and Royal, respectively, as independent contractors.

(d) No Liability. In no event shall the Sellers or Royal have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other party's sole, joint, or concurrent negligence, strict liability, criminal liability or other fault. The Sellers and Royal acknowledge that the Transition Services and the Wind Down Services, as applicable, to be provided to it by the other party hereunder are subject to, and that its remedies under this Agreement are limited by, Section 2.03(c), including the limitations on representations and warranties with respect to the Transition Services and the Wind Down Services.

Section 2.04 Third-Party Service Providers. It is understood and agreed that the Sellers have been retaining, and will continue to retain, third-party service providers to provide some of the Transition Services to Royal. The Sellers shall not interfere with the provision to Royal of Transition Services that are to be provided by any third-party service provider or subcontractor of the Sellers or by any of the Sellers' Affiliates.

Section 2.05 Access to Premises. The Sellers agree that their and all of their Affiliates' employees and any third-party service providers and subcontractors, when on the property of Royal or when given access to any equipment, computer, software, network or files owned or controlled by Royal, shall conform to the policies and procedures of Royal concerning health, safety and security which are made known to the Sellers in advance in writing.

ARTICLE III
MANUFACTURING AND RETAIL OPERATIONS

Section 3.01 Manufacturing. At the Closing, Purchaser will assume, as lessee, the Lease, dated as of December 20, 2007, by and between The Industrial Development Board of the City of Cookeville, Tennessee and Oreck Manufacturing Company (the "***Cookeville Lease***") to the Plant and Royal will acquire all personal property included in the Purchased Assets. It is the parties' intention, subject to the provisions of ARTICLE I, that manufacturing operations at the Plant will proceed fully as though the Hire Date coincided with the Closing Date.

Section 3.02 Retail Operations. Neither Royal, the Purchaser nor any of their Affiliates is assuming at the Closing, or intends to assume, any leases to the Stores, although all personal property, including all furniture, fixtures and equipment included in the Purchased Assets will be property of Royal from and after the Closing Date, whether or not located in Stores. During the Transition Period, the applicable Seller will continue to hold the leasehold interest in each Store, pending direction from Purchaser either to assign such lease to a Store Purchaser or to reject and terminate it. Inventory, furniture, fixtures, equipment and other physical assets located in Stores (but not including customer information and other data or software) not so assigned prior to the applicable End Date will be liquidated as contemplated by Section 5.09 of the Purchase Agreement. Through the completion of such assignment or liquidation, each Store will be operated for the account of Royal, or the applicable Store Purchaser, as the case may be, and cash for and from operations during the Transition Period will be accounted for and reconciled pursuant to Section 4.05 and settled promptly following the end of the Transition Period for each Store.

ARTICLE IV
PAYMENT, EXTENSION AND TERMINATION

Section 4.01 Payroll Expenses and Out-Of-Pocket Employment Costs. During the Transition Period, Royal shall advance to the Sellers amounts estimated for the wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment ("***Payroll Expenses***") of the Cookeville Employees, the Transferred HQ Employees, the Transition Employees, and (to the extent not otherwise reimbursed by the Store Purchasers) the Retail Employees and mobile Transferred HQ Employees and all reasonable and documented out-of-pocket expenses paid in connection with their continued employment, including payroll processing fees, license fees and payments to third-party service providers or subcontractors not otherwise reimbursed (collectively, with the Payroll Expenses, the "***Employment Expense Reimbursement***"). Royal shall cause the estimated amounts to be paid to Sellers by wire transfer by the end of the business day preceeding the day that funds must be available in order to timely issue payroll checks to employees.

Section 4.02 Transition Expenses. In addition to the Employment Expense Reimbursement, during the Transition Period, Royal will pay, or reimburse the Sellers for, the ordinary course non-employment-related costs of operating the Sellers' properties, net of a credit

for the Wind-Down Services in accordance with Section 4.03, including without limitation rent expense, equipment lease expense, software license expense pertaining to Headquarters operations, payroll processing fees, license fees and payments to third-party service providers or subcontractors not otherwise reimbursed and overhead costs such as rent and utilities (the ***"Transition Expenses").*** For the avoidance of doubt, it is the intention of the parties that Royal will either pay directly, or reimburse the Sellers for, all expenses incurred by the Sellers during the Transition Period other than the costs of the Sellers' bankruptcies and the wind-down of their bankruptcy estates, such as disbursements made to creditors of the Sellers' bankruptcy estates, professional fees and expenses relating to the bankruptcies (including the fees and expenses of the Sellers' Chief Liquidation Officer), which shall not be deemed ordinary course costs of operation, *provided* that all reasonable professional fees and expenses incurred by the Sellers in connection with obtaining any approvals of the Bankruptcy Court at Royal's direction, including without limitation pursuant to Section 5.6(e) of the Purchase Agreement or otherwise assisting during the Transition Period at Royal's request will be reimbursed in accordance with this Section 4.02. Royal will reimburse the Sellers for reasonable and documented attorneys' fees in an amount not to exceed $30,000 incurred in enforcing its rights hereunder, provided such fees were incurred in connection with a material, good faith dispute.

Section 4.03 Wind-Down Services. The Sellers will pay Royal for Wind-Down Services requested by the Sellers' Chief Liquidation Officer in an amount equal to $75.00 times the number of hours spent on Wind-Down Services by a Transition Employee, Transferred HQ Employee, Cookeville Employee or Retail Employee. Unless otherwise agreed by Royal and the Sellers' Chief Liquidation Officer, the Chief Liquidation Officer will be provided an office at the Headquarters comparable to the existing office for the Sellers' chief restructuring officer for rent in the amount of $250.00 per week until the earlier of a termination under ARTICLE V or such time that the Chief Liquidation Officer determines that the weekly use of an office is no longer needed.

Section 4.04 Benefits Escrow Fund. Royal will establish and fund, at or shortly after the Closing Date, a bank account to provide for the benefits-related expenses described on Schedule C (the "***Benefits Escrow Fund***"). The Benefits Escrow Fund shall at all times be a part of the general assets of Royal. All payments made from the Benefits Escrow Fund shall made in accordance with the following process:

(a) The Sellers and Royal, together with their respective benefit consultants, will cooperate to develop a projected "***Draw Down Schedule***" that the Sellers will follow to access funds from the Benefits Escrow Fund to pay Royal's projected portion of the daily self-insured funding calls by Cigna and Express Scripts and the Sellers' Out-of-Pocket Costs.

(b) The Sellers will have Cigna and ExpressScripts run period reports to be used by the Sellers to reconcile the actual portion of the daily self-insured funding calls by Cigna and Express Scripts against the projected Draw Down Schedule.

Section 4.05 Reconciliation Procedure. The Sellers will prepare a monthly analysis and reconciliation (the "***Reconciliation Statement***") of (i) the Employment Expense Reimbursement, (ii) the Retail Reconciliation, (iii) the Transition Expenses and (iv) funds drawn from the Benefits Escrow Fund by the Sellers covering insured premiums, self-insured claim

payments. The Reconciliation Statement will be sent to Royal by the Sellers no later than fifteen (15) calendar days after the end of each month. Royal shall deliver a written statement to the Sellers within twenty (20) days following receipt of the Reconciliation Statement listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted. The parties shall seek to resolve all such disputes expeditiously and in good faith and to submit any unresolved disagreements to the mediation and final determination procedures contemplated by Sections 1.5(d) and 15(e) of the Purchase Agreement. The parties shall continue performing in accordance with this Agreement pending resolution of any dispute.

Section 4.06 Extension of Services. The parties agree that the Sellers shall not be obligated to perform any Transition Services after the applicable End Date; *provided*, *however*, that if Royal or a Store Purchaser desires, and the Sellers agree, to continue to perform any of the Transition Services after the applicable End Date, the parties shall negotiate in good faith to determine an amount that compensates the Sellers for all of their costs for such performance, including the Transition Expenses. The Transition Services so performed by the Sellers after the applicable End Date shall continue to constitute Transition Services, as the case may be, under this Agreement and be subject in all respects to the provisions of this Agreement for the duration of the agreed-upon extension period.

Section 4.07 Terminated Services. Upon termination or expiration of any or all Transition Services pursuant to this Agreement, or upon the termination of this Agreement in its entirety, the Sellers shall have no further obligation to provide the applicable terminated Transition Services and Royal will have no obligation to pay any future Transition Expenses or additional Employment Expense Reimbursement (other than for or in respect of Transition Services already provided in accordance with the terms of this Agreement and received by Royal prior to such termination).

Section 4.08 No Right of Setoff. Each of the parties hereby acknowledges that it shall have no right under this Agreement to offset any amounts owed (or to become due and owing) to the other party, whether under this Agreement, the Purchase Agreement or otherwise, against any other amount owed (or to become due and owing) to it by the other party, except as contemplated by Section 4.02 and Section 4.03.

Section 4.09 Taxes. Royal shall be responsible for all sales or use taxes imposed or assessed as a result of the provision of Transition Services by the Sellers.

ARTICLE V
TERMINATION

Section 5.01 Termination of Agreement. Subject to Section 5.03 and unless otherwise extended by order of the Bankruptcy Court or agreement of the parties, which agreement shall not be unreasonably withheld or delayed, this Agreement shall terminate in its entirety on the earlier of (i) the date upon which the Sellers shall have no continuing obligation to perform any Transition Services as a result of each of their expiration or termination in accordance with Section 2.02(a) or Section 5.02, or (ii) October 31, 2013.

Section 5.02 Breach. Any party (the "***Non-Breaching Party***") may terminate this Agreement with respect to any Transition Service, in whole but not in part, at any time upon prior written notice to the other party (the "***Breaching Party***") if the Breaching Party (a) has failed for more than one Business Day after written notice from the Sellers to perform its Employee Expense Reimbursement obligation in any material respect, or (b) has failed (other than pursuant to Section 5.04) to perform any of its material obligations under this Agreement relating to such Service and such failure shall have continued without cure for a period of fifteen (15) days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching party seeking to terminate such service. For the avoidance of doubt, non-payment by Royal of any portion of its Employee Expense Reimbursement or for a Transition Service provided by the Sellers in accordance with this Agreement shall be deemed a breach for purposes of this Section 5.02 if, but only if, it is not the subject of a good-faith dispute.

Section 5.03 Effect of Termination. Upon termination of this Agreement in its entirety pursuant to Section 5.01, all obligations of the parties hereto shall terminate, except for the provisions of Section 4.07, Section 4.08, Section 4.09, ARTICLE VI, and ARTICLE VII, which shall survive any termination or expiration of this Agreement.

Section 5.04 Force Majeure. The obligations of the Sellers under this Agreement with respect to any Transition Service shall be suspended during the period and to the extent that the Sellers are prevented or hindered from providing such Transition Service, or Royal is prevented or hindered from receiving such Transition Service, due to any of the following causes beyond such party's reasonable control (such causes, "***Force Majeure Events***"): (i) acts of God, (ii) flood, fire or explosion, (iii) war, invasion, riot or other civil unrest, (iv) Order or Law, (v) actions, embargoes or blockades in effect on or after the date of this Agreement, (vi) action by any Governmental Body, (vii) national or regional emergency, (viii) strikes, labor stoppages or slowdowns or other industrial disturbances, (ix) shortage of adequate power or transportation facilities, or (x) any other event which is beyond the reasonable control of such party. The party suffering a Force Majeure Event shall give notice of suspension as soon as reasonably practicable to the other party stating the date and extent of such suspension and the cause thereof, and the Sellers shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Neither Royal nor the Sellers shall be liable for the nonperformance or delay in performance of its respective obligations under this Agreement when such failure is due to a Force Majeure Event. The applicable End Date for any Transition Service so suspended shall be automatically extended for a period of time equal to the time lost by reason of the suspension.

ARTICLE VI
CONFIDENTIALITY

Section 6.01 Confidentiality.

(a) Confidential Information. During the term of this Agreement and thereafter, the parties hereto shall, and shall instruct their respective representatives to, maintain in confidence and not disclose the other party's financial, technical, sales, marketing, development, personnel, and other information, records, or data, including, without limitation, customer lists, supplier lists, trade secrets, designs, product formulations, product specifications or any other proprietary

or confidential information, however recorded or preserved, whether written or oral (any such information, "***Confidential Information***"). Each party hereto shall use the same degree of care, but no less than reasonable care, to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement between the parties, any party receiving any Confidential Information of the other party (the "***Receiving Party***") may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the "***Permitted Purpose***"). Any Receiving Party may disclose such Confidential Information only to its Representatives who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this Section 6.01 and the Receiving Party shall be liable for any breach of these confidentiality provisions by such Persons; *provided*, *however*, that any Receiving Party may disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by a Governmental Order, in which case the Receiving Party shall promptly notify, to the extent possible, the disclosing party (the "***Disclosing Party***"), and take reasonable steps to assist in contesting such Governmental Order or in protecting the Disclosing Party's rights prior to disclosure, and in which case the Receiving Party shall only disclose such Confidential Information that it is advised by its counsel in writing that it is legally bound to disclose under such Governmental Order.

(b) Exceptions to Confidential Information. Notwithstanding the foregoing, "Confidential Information" shall not include any information that the Receiving Party can demonstrate: (i) was publicly known at the time of disclosure to it, or has become publicly known through no act of the Receiving Party or its Representatives in breach of this Section 6.01; (ii) was rightfully received from a third party without a duty of confidentiality; or (iii) was developed by it independently without any reliance on the Confidential Information.

(c) Return or Destruction of Confidential Information. Upon demand by the Disclosing Party at any time, or upon expiration or termination of this Agreement with respect to any Transition Service, the Receiving Party agrees promptly to return or destroy, at the Disclosing Party's option, all Confidential Information. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall certify to such destruction in writing.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices. All Reconciliation Statements (as defined herein) invoices, notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.01):

(a) if to Seller:

Oreck Corporation
565 Marriott Drive, Suite 300
Nashville, TN 37214
Attention: Chief Restructuring Officer
E-mail: mrobbins@carlmarks.com

with a copy (which shall not constitute notice) to:

Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, TN 37203
Attention: William L. Norton, III, Esq.
E-mail: bnorton@babc.com

(b) if to Royal:

TTI Floor Care North America
7005 Cochran Road
Glenwillow, Ohio 44139
Attention: General Counsel
E-mail: mary.schoening@ttifloorcare.com

with a copy (which shall not constitute notice) to:

Kelley Drye & Warren LLP
101 Park Avenue
New York, NY 10178
Attention: Bruce R. Kraus, Esq.
E-mail: bkraus@kelleydrye.com

Section 7.02 Interpretation. When a reference is made in this Agreement to a Section, Article or Exhibit, such reference will be to a Section, Article or Exhibit of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit are for convenience of reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

Section 7.03 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this

Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 7.04 Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement as it relates to the Transition Services and Wind Down Services hereunder, the provisions of this Agreement shall control.

Section 7.05 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Subject to the following sentence, neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing sentence, Royal may, without the prior written consent of the Sellers, assign all or any portion of its right to receive Transition Services to any of its Affiliates that participate in the operation of the Business; *provided*, that such Affiliate shall receive such Transition Services from the Sellers in the same place and manner as described in the respective Service Schedule as Royal would have received such Service. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.06 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 7.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 7.08 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

Section 7.09 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this agreement or the transactions contemplated hereby. Each party to this agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or

otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this Section 7.09.

Section 7.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS:

ORECK CORPORATION,
a Delaware corporation

By: W. Michael Robbins
Name: W. Michael Robbins
Title: Chief Restructuring Officer

ORECK DIRECT, LLC,
a Delaware limited liability company

By: W. Michael Robbins
Name: W. Michael Robbins
Title: Chief Restructuring Officer

ORECK MERCHANDISING, LLC,
a Delaware limited liability company

By: W. Michael Robbins
Name: W. Michael Robbins
Title: Chief Restructuring Officer

ORECK HOMECARE, LLC,
a Delaware limited liability company

By: W. Michael Robbins
Name: W. Michael Robbins
Title: Chief Restructuring Officer

[Signature Page to Transition Services Agreement]

VECTEUR, LLC,
a Delaware limited liability company

By: _____
Name: W. Michael Robbins
Title: Chief Restructuring Officer

ORECK HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: W. Michael Robbins
Title: Chief Restructuring Officer

ORECK MANUFACTURING COMPANY,
a Delaware corporation

By: _____
Name: W. Michael Robbins
Title: Chief Restructuring Officer

ORECK SALES, LLC,
a Delaware limited liability company

By: _____
Name: W. Michael Robbins
Title: Chief Restructuring Officer

ASP ORECK, INC.,
a Delaware corporation

By: _____
Name: W. Michael Robbins
Title: Chief Restructuring Officer

[Signature Page to Transition Services Agreement]

ROYAL:

ROYAL APPLIANCE MFG. CO.,
an Ohio corporation

By: _____
Name: Simon Lawson
Title: Authorized Representative

[Signature Page to Transition Services Agreement]

SCHEDULE A

Affiliates

1. Oreck Direct, LLC
2. Oreck Merchandising, LLC
3. Oreck HomeCare, LLC
4. Vecteur, LLC
5. Oreck Holdings, LLC
6. Oreck Manufacturing Company
7. Oreck Sales, LLC
8. ASP Oreck, Inc.

SCHEDULE B

Transition Services

HUMAN RESOURCES

	Duration
***HR System**:* the Sellers will allow the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees to remain on the Sellers' current HR system. The shift off of the Sellers' HR system will be concurrent with the shift over to Royal's payroll system with respect to Transferred HQ Employees and Cookeville Employees.	90 days
Payroll: the Sellers will use its commercially reasonable best efforts to cause the payroll providers to assist Royal in its transition of payroll, including providing data in the format needed in a reasonable timeframe to enable the transition. This shall include the services necessary to effect the "Payroll Services" described in detail in Schedule C.	90 days
Benefits: the Sellers will continue to make benefits available to its employees in accordance with Schedule C, including the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees and use its commercially reasonable best efforts to cause third party administrators to assist Royal in any requested transition of benefits, described in Schedule C under "Self-Insured Benefit Plans" and "Insured Benefits & Insurance Plans."	90 days

INFORMATION TECHNOLOGY

	Duration
Business System / App development: • Drive projects and tasks to completion and actively seeks solutions to any and all obstacles • Write, update, repair and maintain computer programs or software packages • Provides quality assurance services by tests to ensure that all changes are effective • Writes data extract programs for Order to Cash migration and procure to pay • Provide EDI services to include software, incoming and outgoing transaction interfaces	90 days
Operations: • Administrate email accounts, mail lists, and general purpose mailboxes	90 days

	Duration
• Maintain server configurations, client accounts and SPAM filtering solutions • Maintain and support the infrastructure which run, store and archives data for the organization • Resolve technical and data quality problems • Monitor and tunes databases • Maintain infrastructure third party maintenance agreements to ensure efficient problem resolution for all systems • Provide and performance-tune storage environments (SAN/NAS/Direct attached) to maintain data quality and availability • Be responsible for data center operations and support • Maintain security practices that meet defined policies and standards for information security • Be responsible for the disaster recovery, business continuity, and integrity of organizational business processes, electronic data, data systems and networks. • Provide reasonable reliability and uptime • Be responsible for handling backups, monitoring error logs, supporting desktops/peripherals/office equipment, supporting the data center infrastructure, and application support • Manage the asset database and reporting • Maintain licensing data to ensure full compliance with all licensing requirements • Maintain the existing agreements for copiers and printers • Maintain infrastructure for reporting • Maintain a clean home connection through IFX • Maintain ad central through Ad Giants • Maintain the Catalyst database that houses consumer data from stores and various dealer distributors • Be responsible for and maintain the various retail store leases • Maintain POS system for data access and store • Maintain and make accessible the document management software	
Helpdesk: • Respond to requests for technical assistance in person, via phone, or electronically for employees and stores • Provide leased laptops and helpdesk systems • Diagnose and resolve/escalate technical issues, follow standard helpdesk procedures, and administer helpdesk software	90 days
Network & Telecommunications: • Drive projects and tasks to completion and actively seeks solutions to any and all obstacles • Write, update, repair and maintain computer programs or software packages • Collaborate with network and systems administrators to ensure efficient operation of desktop computing environment	90 days

	Duration
• Provide voice and video conferencing systems, and all related hardware, software and telephone line configuration • Maintain domains and certificates • Maintain existing carrier and software agreements to provide network services including the stores • Provide and maintain communication and computer equipment	

BILLING AND ACCOUNTING

	Duration
Monthly billing: all facets including new service, preparing and sending bills, full access and connectivity to the Sellers billing application, including ability to extract data; reconciling accounts receivable; providing all customer information including contracts, service orders, details of each circuit and maintenance agreements, contact information, and billing history with open invoices; assist with reconciling differences between Royal billing system and the Sellers system during data migration and transition to Royal billing system.	90 days
Collection of payments: including reconciliation of transferred balance, remaining collections, post close collections, aging, disputes and collections history.	90 days
Accounts Payable: payments to vendors; reconciling transferred balance and post close payments, providing vendor information and history of payments.	90 days
Accounting: assistance to accurately capture revenue and expense, changes in assets/liabilities, providing asset detailed description, date in-service information, serial numbers, locations with tax jurisdiction, and support for liabilities.	90 days
Inventory: continuation of controls, issues/returns, receipts, and complete inventory counts; provide detailed inventory by location, along with location information such as address and tax jurisdiction.	90 days
Invoices: provide details of existing invoices and recent history; handle discrepancy issues with vendors	90 days
SO/POs and Vendor Contracts for services purchased by the Business: the provide details of existing contracts including terms and conditions, vendor information including payment terms and remittance addresses, process for acquiring materials and services; assist in issuing purchase orders and vendor contracts to replace those in existence; assist with establishing vendor relationships.	90 days
General Ledger and Financial Systems: The generally provided general ledger and financial systems services include, without limitation:	90 days

	Duration
• provide the Sellers' current financial system for all modules currently used. • provide the use and support of the Sellers' current financial system as well as use and support of interfaces from business systems its ledger. • provide a three-year financial history in a format reasonably specified by Royal and current year financial data ported over to Royal's ledger. • provide general assistance in transitioning to Royal's ledger, including accounting required for closing the periods and reporting the financial results, Financial Planning & Analysis, Treasury, Tax and all transaction based accounting including Accounts Payable, Accounts Receivable and Fixed Asset accounting. • financial support for the Cookeville facility to supplement existing financial staff located in Cookeville.	
Employee Support: transitional employee support in (i) customer care, (ii) accounts receivable and (iii) cash management.	90 days

FINANCE, TAX AND INSURANCE

	Duration
Tax Compliance*:* a formal process to forward to all relevant tax jurisdictions, as appropriate, the change in ownership and forwarding addresses. Sellers to provide Royal with the final pre-Closing Tax Returns filed or to be filed for the Sellers for all taxes (e.g., property, withholding, SUT, income taxes).	90 days
Business Insurance*:* full access to all relevant insurance documents relating to the Sellers and assist Royal with transfer of policies as requested.	90 days
Banking Arrangements: maintain all banking arrangements, e.g., lockboxes, disbursement accounts, and credit card merchant accounts.	90 days

DEMAND PLANNING

	Duration
Forecasts*:* provide sales and finance support to generate and roll up initial forecasts for quantities and dollar amounts.	90 days
Sales & Operations Planning: provide input and participate in consumption reviews and Sales & Operations Planning meetings.	90 days

MARKETING

	Duration
Communications Platforms: maintain all activity related to websites, social media and ecommerce.	90 days

Digital Marketing: maintain and provide support for the following area:
• Dealer Marketing Support, including direct marketing and dealer portal maintenance
• Web Site Maintenance, including:
  o Creative development
  o Inventory management
  o Search / Display management
  o Email marketing
  o Direct Marketing
• Direct Mail printing and fulfillment
• Back end and Front end coding and breakfix
• Data base management related to ecommerce, product registration, and call center
• Web Site hosting
• Email fulfillment
• Data base maintenance and analytics
• On-line Display fulfillment
• Search / Pay Per Click maintenance
• Retargeting display maintenance
• Syndication of reviews
• Talent rights
• Site analytics capabilities
• Attribution continuance
• Click to chat
• Click to email
• website cart maintenance
• Printing of all off line materials (direct mailers, in-store merchandising signs, etc.)
• Legacy domain management and maintenance
• Intranet maintenance
• Content management system maintenance
• Maintain all asset portals
• Maintain all data feeds
• Maintain all outdoor media / marketing
• Maintain all affiliate marketing support
	90 days

SCHEDULE C

Payroll Expenses

Payroll Services for the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees

After the Closing Date, the Sellers will continue to operate the Sellers' current ADP payroll system to pay the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees, for a period of time to allow for the Sellers to complete the Transition Services and for Royal to manage an orderly transition to Royal's ADP payroll system. Royal will bear the responsibility for all ad hoc ADP charges assessed by ADP for all work to modify the Sellers' ADP Payroll system and to transition the Transferred HQ Employees and the Cookeville Employees to Royal's ADP payroll system.

The transition of the Transferred HQ Employees and the Cookeville Employees to Royal's ADP payroll system on the Hire Date. Given that the Hire Date is not an exact end or start date of a pay period, the parties will follow the transitional calendar (the "***Transition Calendar***") attached hereto as Annex III and the following procedures and protocol:

- The Sellers will be responsible for all payroll costs for the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees for days worked up to and including the Closing Date. The Sellers will be responsible for costs associated with any pre-existing retention agreement already in place for all its employees (including but not limited to the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees), regardless of classification, whether paid on or before the Closing Date or after the Closing Date.
- Royal will be responsible for costs associated with any severance or retention that Royal, in its sole discretion, offers to any Non-Transferred Employee.
- As part of the weekly/bi-weekly payroll processing, the Sellers will break out payroll cost responsibility by the Sellers and Royal according to the Transition Calendar (with Royal accepting financial responsibility for the actual staffing and operation of the Sellers' ADP payroll system).
- Once the Sellers have the payroll breakout for each payroll run, they will transmit the data itemized by employee to Royal for review and approval.
- Once approved, Royal will wire transfer the required funds to the designated payroll bank account accessed by ADP for net payroll payments to employees and tax remittals.
- The Sellers will be responsible for all payroll processing fees (ADP fees plus fees paid to external payroll administrator David Chapman) for calendar days up to and including the Closing Date. If fees are monthly or weekly, they will be prorated and assigned by days that fall on or before the Closing Date and after the Closing Date.

- The Sellers and Royal will share payroll processing fees (ADP fees plus fees paid to external payroll administrator David Chapman) for days falling on or after the day after the Closing Date on a prorated basis with the Sellers responsible for its pro rata portion of the time of the Transferred HQ Employees and the Non-Transferred HQ Employees attributable to the Sellers' Wind Down and Royal is responsible for fees the Cookeville Employees, the Retail Employees and its pro rata portion of the time of the Transferred HQ Employees and the Non-Transferred HQ Employees attributable to the Transition Services.
- The Sellers will work with the payroll staff that Royal designates (whether internal Royal staff, ADP staff or independent contractors Royal engages) to facilitate a smooth transition to Royal's ADP payroll system.
- For the period of time that the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees are paid by the Sellers ADP payroll system after the Closing Date, those employees will continue to be paid under the Sellers' existing tax employer identification numbers and the Sellers ADP payroll system will issue Form W-2 Statement for the year ended December 31, 2013 (the "***W-2s***") in January of 2014, which will reflect all earnings and tax withholdings processed through the Sellers' ADP payroll system.

Benefit Plan Transition

401(k) Plan

- The Sellers will cease all contributions and employer match to the Sellers' defined contribution plan with an Internal Revenue Code Section 401(k) feature (the "***Sellers' 401(k) Plan***") for the first full payroll period that commences after the Closing Date for all classification of employees, including Transferred HQ Employees and Non-Transferred HQ Employees assisting in the Sellers' Wind Down.
- The Sellers will be responsible for all activity and costs associated with winding down the Sellers 401(k) Plan as part of the Sellers' Wind Down.
- Royal shall not be responsible for the costs of the Sellers' 401(k) Plan, including any direct or indirect costs of administering such plan at any time, on and after the Closing Date.
- The Transferred HQ Employees and the Cookeville Employees enrolled in Royal's defined contribution plan with an Internal Revenue Code Section 401(k) feature ("***Royal's 401(k) Plan***") after the Hire Date, will be allowed to roll over their Sellers' 401(k) Plan balance into Royal's 401(k) Plan, provided the requirements of the administrator of Royal's 401(k) Plan are met.
- The Sellers shall cooperate to effect the rollover of existing loans of Ongoing Employees under the Sellers' 401(k) Plan, including amending the Sellers' 401(k) Plan as necessary to cause the outstanding loans to not automatically default upon the termination of the Sellers' 401(k) Plan and to permit such a rollover, if it is feasible for such rollovers to be

made to Royal's 401(k) Plan, as determined in the sole discretion of the administrator of Royal's 401(k) Plan.

Self-Insured Benefit Plans

- The Sellers will maintain the Medical/Pharmacy Plan through the day prior to the Hire Date in order to provide coverage for the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees.
- Royal will enroll the Transferred HQ Employees and the Cookeville Employees as well as any person enrolled in the medical plan pursuant to his or her rights under COBRA for whom the Purchases is required under the law to provide with medical benefit continuation coverage (the "***COBRA continuants***") in Royal's Medical/Pharmacy Plan with Anthem/Express Scripts effective on the Hire Date or such later date as the appropriate election farms may provide, if applicable.
- The Sellers are responsible for all claim payments with dates of service on or before the Closing Date for all classifications of employees and enrolled dependents (including COBRA continuants and any other participant in the plan) and will charge said claims to the established IBNR Reserve. If the established IBNR Reserve is insufficient to cover said claims, the Sellers will be responsible for any excess. If an employee or enrolled dependent (including COBRA continuants and any other participant in the plan) is admitted to the hospital on or before the Closing Date and the admission extends past the Closing Date, to the extent that Cigna can provide a breakdown of the paid claim separating charges before, on and after the Closing Date, then the Sellers and Royal will be responsible for their separate portions. Otherwise the full claim will be considered as a claim incurred on or before the Closing Date and chargeable to the Sellers.
- For claims with dates of service after the Closing Date, Royal and the Sellers shall each be responsible for actual claims and Cigna/Express Scripts Administrative Fees, plus Stop Loss Insurance premiums, attributable to their respective employees and enrolled dependents: Royal for the Cookeville Employees and the Retail Employees and its pro rata portion of the time of the Transferred HQ Employees and the Non-Transferred HQ Employees attributable to the Transition Services and their enrolled dependents, as well as COBRA continuants, and the Sellers for its pro rata portion of the Transferred HQ Employees and the Non-Transferred HQ Employees attributable to the Sellers' Wind Down and their enrolled dependents.
- The Sellers will have their benefit consultants, Gallagher Benefit Services ("***GBS***") and Focus Human Capital ("***FHC***"), using a schedule of the anticipated pro rata breakdown, if any, of Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees chargeable to Royal after the Closing Date, calculate the projected gross claim payments, Cigna/Express Script fees, and Stop Loss Insurance premium, for dates of service for the period covering the day after the Closing Date through the day before the Hire Date, attributable to Royal chargeable employees, enrolled dependents and COBRA continuants. Royal will be afforded the opportunity to have its benefit consultant, Willis, review the projection by GBS and FHC. This projected amount attributable to Royal will be included on the Benefits Escrow

Fund (as defined below). Royal will fund the full projected amount in a single lump sum within five (5) business days of agreeing to the calculation.

- For the period of the day after the Closing Date through the Hire Date, the Sellers will transmit to Royal, immediately following each payroll processing run, the employee medical contributions deducted from the paychecks of employees that are the responsibility of Royal.

Insured Benefit & Insurance Plans

- The applicable insured benefits include: dental, vision, EAP, FSA, life/accidental death and dismemberment, short term disability, long term disability, and workers compensation (the "***Insurance Plans***").
- The Sellers will maintain the Insurance Plans through the Hire Date in order to provide coverage for the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees; *provided* that the Transferred HQ Employees, the Retail Employees and the Cookeville Employees will be covered under the workers compensation policy of Royal or its Affiliates effective July 31, 2013 and Sellers need not continue the workers compensation policy in respect of such employees after such date.
- Royal will enroll the Transferred HQ Employees and the Cookeville Employees in the corresponding Royal insurance plans effective as of the Hire Date.
- The Sellers will be responsible for premiums for the Insurance Plans for all employees prorated for the period of July 1, 2013 through the Closing Date.
- For the period from the day after the Closing Date the Hire Date, the Sellers will be responsible for the premiums for the Insurance Plans, net of employee contributions, for the pro rata portion of the time of the Transferred HQ Employees and the Non-Transferred HQ Employees attribute to the Sellers' Wind Down, and Royal will be responsible for the insurance premiums for the Insurance Plans, net of employee contributions for the Cookeville Employees, the Retail Employees, and the pro rata portion of the time of the Transferred HQ Employees and the Non-Transferred HQ Employees attribute to Transition Services.
- The Sellers will have GBS and FHC calculate the projected net employer premiums for the Insurance Plans covering the day after the Closing Date through the Hire Date for the Cookeville Employees, the Retail Employees and the pro rata portion of the time of the Transferred HQ Employees and the Non-Transferred HQ Employees that is the responsibility of Royal. Royal will be afforded the opportunity to have its benefit consultant, Willis, review the projection by GBS and FHC. This projected amount attributable to Royal will be included on the Benefits Escrow Fund.
- The Sellers will retain the employee payroll deductions for contributory Insurance Plans made by the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees. The Sellers will use these retained employee payroll contribution deductions, combined with the employer portion of the

insured premiums for the Insurance Plans included in the Benefits Escrow Fund, to pay premiums to the respective insurers.

TTI Benefits Escrow Fund

- The Benefits Escrow Fund may be accessed by the Sellers to pay the employer portion of premiums for the Insurance Plans in respect of the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees, as applicable.
- The Benefits Escrow Fund may be accessed by the Sellers to pay the self-insured medical/pharmacy claims and fees for the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees, their enrolled dependents and COBRA continuants who are the responsibility of Royal.
- The Sellers funds self-insured claim payments to Cigna and Express Scripts on a daily basis. The systems used by Cigna and Express Scripts cannot identify on a real time basis which claims in the daily funding are for dates of service on or after the day after the Closing Date, nor can they identify whether they are for employees who are the responsibility of the Sellers or Royal.
- The portion of the reconciliation relating to the Insurance Plans shall cease after the reconciliation covering the period ending on the Hire Date.
- The self-insured portion of the reconciliation shall continue as long as self-insured claims are being funded by the Sellers.
- If self-insured claims are still being funded by the Sellers beyond the Hire Date and the reconciliation results in a deficit to the Benefits Escrow Fund, Royal will periodically provide additional funding to the Benefits Escrow Fund based on a mutually agreeable revised claim projection and allocation of Cigna/Express Scripts Administrative Fees plus Stop Loss Insurance premiums allocable to the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees developed by GBS that is reviewed and agreed to by Willis and as otherwise mutually agreed between Royal and the Sellers.
- After the cessation of all premiums for Insurance Plans and self-insured claim payments and administration thereof (including Stop Loss Insurance Premiums unless either Royal elects to assume the Stop Loss Insurance or cease continuation thereof in its sole discretion), the Sellers will prepare a final reconciliation of the Benefits Escrow Fund and submit it to Royal (with the actual staffing to be provided by the Transitional Employees). After Royal has reviewed and agreed with the final reconciliation, Royal may eliminate the Sellers' rights to access the Benefit Escrow Fund within five (5) calendar days of receiving final reconciliation approval by Royal and the Sellers agree not to access such fund after such date. Alternatively, if the final reconciliation results in a deficit to the Benefit Escrow Fund, Royal will remit to the Sellers funds sufficient to satisfy the deficit within five (5) calendar days of providing final reconciliation approval to the Sellers.

Benefits Administration

- During the period from the day after the Closing Date through the Hire Date, the Sellers will continue to provide internal and external benefits administration services in respect of employee benefits for the Transferred HQ Employees, the Non-Transferred HQ Employees, the Cookeville Employees and the Retail Employees and the COBRA continuants.
- Royal will reimburse the Sellers for its pro-rated share of the external benefit enrollment system fees and their pro-rated share of the fees paid to their contractual benefits administrator Bill Dick, based on the Cookeville Employees, the Retail Employees and the portion of the time of the Transferred HQ Employees and the Non-Transferred HQ Employees attributable to Transition Services.
- The Sellers will be responsible for the ongoing and final legal and other required compliance of the Sellers' benefits plans, including but not limited to the filing of annual and final tax returns, issuance and updating of required participant communications and notices, responding to all governmental and regulatory inquires related to the Sellers' benefit plans and Royal shall have no responsibility for any direct or indirect costs therefor.

Initial Benefit Enrollment

- The Sellers will assist in the facilitation of a smooth enrollment transition for the Transferred HQ Employees, and the Cookeville Employees, as well as COBRA continuants, into Royal's benefit plans effective as of the Hire Date.
- It is anticipated that Royal will default enroll all Transferred HQ Employees and Cookeville Employees, plus COBRA continuants, into the corresponding Royal's plans effective on the Hire Date. The Sellers will assist Royal with obtaining an electronic election file from the Sellers' external benefits health and welfare administrative vendor and the Sellers' 401(k) Plan vendor for initial loading into Royal's external benefit administrative vendor and Royal's 401(k) Plan vendor. Royal will then allow Transferred HQ Employees and Cookeville Employees to make a change to the default elections prior to the Hire Date to the extent permitted by Royal's 401(k) Plan vendor.

Supplemental Benefits

- The Sellers provided employees with access to several employee-funded supplemental benefits via Colonial Penn prior to the date of the Agreement. The Sellers agree to continue these offerings until September 30, 2013, after which employees will be allowed to port their policies on an individual basis. Royal shall not be responsible for the costs of such supplemental benefits, other than costs in the administration of such benefits, after the Closing Date.

ANNEX I

Part I

Roster of Transferred HQ Employees

Name	Job Title	Location
Barba, Lee N	Sr. Product Manager	New Orleans, LA
Bodner, Melanie Anne	Web Analyst	Nashville
Burns Jr., James E	Mgr., Regional Sales	Atlanta, GA
Butler, Brian Robert	Industrial Designer	Nashville
Cartwright, Jon C	Dir., Business Development	Remote (Illinois)
Coleman, Micah	Sr. Project Engineer	Nashville
Fulford, Evan Allen	Industrial Designer	Nashville
Graham, Jeremiah Wayne	eCommerce Marketing Specialist	Nashville
Heyman, Jill Marie	Mgr., Digital & CRM Production	Nashville
Hughes, Gary W	Mgr., Video Production	Nashville
Macon Jr, Eric Donald	Mgr., Regional Sales	South Carolina
McCamish, Michael Alan	Dir., eCommerce Marketing	Nashville
Miller, Susan Ann	Mgr., Regional Sales	Denver, CO
Oreck, David Irving	Founder	Nashville
Oreck, Marshall Byron	Vice President	Nashville
Savage, Chris M	Mgr., Regional Sales	Connecticut
Villarreal III, Carlos	Dir., Specialty Retail	San Antonio, TX
Wunderlich, Kimberly Ellen	Marketing Manager	Nashville

Part II

Roster of Transition Employees

Name	Job Title	Location
Bae, Susan	District Manager	Pittsburgh, PA
Baltz, Tina J	A/P Specialist	Nashville
Bayhi Jr, Richard J	Mgr., Sales Audit	Nashville
Butler, Deborah Louise	Sr. Paralegal	Nashville
Civello, Allison A	Dir., Tax	Nashville
Darnell, Rory	Mgr., Regional Sales	Chicago, IL
Demonbreun, Teresa J	Corporate G & A Accountant	Nashville
Dufrene, Melissa A	Credit Specialist	Nashville
Dyer, Lori Ann	A/P Specialist	Nashville
Eiermann, Patrick J	Dir, IT Operations / Support	Cookeville
Evans, Kathy R	Front End Web Developer	Nashville
Galan, Renate Hedwig	Co-op Specialist	Nashville
Garcia, Abriel S	Customer Service Retail Specialist	Nashville
Harris, Sara T	Mgr., Sales Operations	Nashville
Herrin, Derek	Sr. Program Analyst	Nashville
Hinote, Michael R	Dir., Accounting	Nashville
King, Kevin L	Business Analyst	Nashville
Kitzis, Khannon	Payroll Specialist	Cookeville
Lafferty, Susan Holland	Sr. Programmer Analyst	Nashville
Lane, Jessie	Sales Audit Coordinator	Nashville
Longstreth, Phillip Andrew	Dir., Financial Operations	Nashville
Lovvorn, Cassandra Lyn	Administrative Asst.	Nashville
Marshall, Jordan Ray	Mgr., Accounting	Nashville
McCoon, Bonnie L	District Manager	Remote
Miano, Michelle Ann	Credit Specialist	Nashville
Murray, Myla Marie	Mgr., Customer Service	Nashville
Nowell, Kimberley Worshik	Chief People Officer	Nashville
Overath, Charles Wayne	Dir., Specialty Retail Operations	Remote
Papettas, Vasilis	VP, Specialty Retail	Remote
Parsley, Nathaniel William	Computer Tech. Support Special	Cookeville
Prinzivalli, Joshua David	District Manager	Remote
Radloff, Dennis	Mgr., Regional Sales	Remote
Reed, Edward Philip	Mgr., Financial Forecasting & Credit	Nashville
Smallwood, George R	Human Resources Director	Nashville
Stogner, Dietrich N	Order Mgt./Returns/Warranty	Nashville
Vogeler, Matthew	Sr., Retail Accountant	Nashville

ANNEX II

Retail Store Locations

Store No.	Location
2	**The Shoppes at** **Arbor Lakes** Building A, Space A2 12497 Elm Creek Blvd. Maple Grove, Minnesota 55369
6	**Center Place Shopping Center** 17139 Southcenter Parkway Tukwila, WA 98188
8	**Superstition Marketplace** 1155 S. Power Rd, Suite 101 Mesa, Arizona 85206
9	**Shea Scottsdale Shopping Center** 10893 N. Scottsdale Rd., Ste 107/109 Scottsdale, Arizona 85254
10	**Mervyn's Plaza Shopping Center** 2976 N. Alma School Rd. Suite 2 Chandler, AZ 85224
16	**Lincoln Plaza** 2505 S. 38th Street Unit A-114 Tacoma, WA 98409
18	**Camelback Colonnade** 1949 East Camelback Rd Suite 142, Space H-2 Phoenix, AZ 85016
20	**Providence Square Shopping Center** 4101 Roswell Road Suite 904 Marrietta, Georgia 30062
23	**Ridge Square** **Shopping Center** 12925 & 12929 Ridgedale Dr Minnetonka, Minnesota 55305
26	**The Plaza at Windward** 5530 Windward Parkway Alpharetta, Georgia 30004
28	**Fry's Marketplace** 6661 W. Bell Road Bldg B, Suite 106 & 107 Glendale, Arizona 85308

Store No.	Location
30	**The Satellite Shops of Gwinnett Place Mall** **3360 Satellite Blvd., #4** Duluth, GA 30096
36	**Colonnade Shopping Center** 869A West Eisenhower Pkwy Ann Arbor, MI 48103
41	**Sterling Center** **44525 Schoenherr Road** Space B-114 Sterling Heights, MI 48313
42	**The Heights Shopping Center** 26424 Ford Road Dearborn Heights, MI 48127
43	**Novi Town Center** 26144 Ingersol Drive Novi, Michigan 48375
44	**Hampton Village Shopping Center** 2795 S. Rochester Store #26B Rochester Hills, MI 48307
45	**Shores Shopping Center** 31019 Harper St. Claires Shores, MI 48082
46	**The Corners Shopping Center** 17682 W. Thirteen Mile Road Beverly Hills, MI 48025
53	**Main Street at Town Center** 440 Ernest W. Barrett Pkwy NW Suite 9 Kennesaw, GA 30144
56	**Tamarack Village Shopping Center** 8446 Tamarack Village, #205 Woodbury, Minnesota 55125
57	**Fayette Pavilion Shopping Center, Unit No. 1** **100 Pavilion Parkway** Fayetteville, GA 30214
66	**Alderwood Parkway Retail Center** 19220 Alderwood Mall Parkway Suite 150 Lynnwood, Washington 98036
70	**Snellville Plaza Shopping Center** 2250 Scenic Highway N Suite C Snellville, Georgia 30078
71	**Douglasville Promenade Shopping Center** 2911 Chapel Hill Road Space #225 Douglasville, GA 30135

Store No.	Location
83	**Maplewood Square Shopping Center** 3035 White Bear Avenue Suite 17 Maplewood, Minnesota 55109
89	**Oreck Outlet** **7870 Plaza Boulevard** Mentor, OH 44060
90	**Springfield Square South Shopping Center** 1001 Baltimore Pike Springfield, PA 19064
97	**McKnight-Siebert Shopping Center** 4885 McKnight, Storeroom # 17 Pittsburgh, PA 15237
108	**Cranberry Crossing** 10 St. Francis Way Suite 5 Cranberry Township, PA 16066
111	**Concord Square Shopping Center** 4443 Concord Pike Wilmington, DE 19803
114	**Century Square Shopping Center** 3535-A Mountain View Dr West Mifflin, PA 15122
115	**The Marketplace at Huntington Valley** 2056 County Line Road Store No. 22 Huntingdon Valley, PA 19006
117	**Woodfield Corners** 110 E. Golf Road Schaumburg, IL 60173
119	**Oreck Floor Care Center** 5891 Mayfield Road Mayfield Heights, Ohio 44124
121	**Scheuermann Plaza** **3834 William Penn Highway** Monroeville, PA 15146-2128
124	**Doylestown Shopping Center** 414 North Main Street Doylestown, PA 18901
125	**St. Charles Place** 615 South Randall Road, Suite 115 St. Charles, IL 60174
127	**Northpoint Shopping Center** 446 E. Rand Road Arlington Heights, IL 60004

Store No.	Location
129	**Fairfield Place** Route 100 & Swedesfield RD, Shop K Exton, PA 19341
133	**Gateway Shopping Center** 259 E. Swedesford Road Store #133 Wayne, PA 19087
136	**The Shoppes at Flowers Mill** 112 N. Flowers Mill Road Unit #3 Langhorne, PA 19047
137	**Second Century Plaza** 9386 W. 159th Street Space B-2 Orland Park, IL 60462
138	**Rosedale Commons** 2480 Fairview Avenue Roseville, Minnesota 55113
140	**Webster-Wayne Shopping Center (fka)** **Market Square Center** 2121 North Clybourn Ave. Chicago, IL 60614
142	**Wellington Center** 5005 Peachtree Parkway Suite 830 Norcross, Georgia 30092
143	**Robinson Town Centre** #Unit 302 1770 Park Manor Boulevard Pittsburgh, PA 15205
144	**Gurnee Town Center** 6951 Grand Avenue, #C2 Gurnee, Illinois 60031
145	**Centennial Lakes Plaza Shopping Center** 7453 France Avenue South Building B Edina, Minnesota 55435
147	**Oakland Plaza** 340 John R. Road Troy, Michigan 48083
150	**Bethlehem Pike Shopping Center** 917 Bethlehem Pike, Suite C North Wales, PA 19454
156	**Townline Commons Shopping Center** 555 E. Townline, Suite 27 Vernon Hills, IL 60061

Store No.	Location
157	**Price's Corner** **Shopping Center** Kirkwood Hwy @ Centerville Hwy Rt. 141, Space A-128 Wilmington, DE 19808
158	**Piedmont Peachtree Crossing** 3330 Piedmont Road, Suite 21 Atlanta, GA 30305
161	**West Lake** **Shopping Center** 3207 Lake Avenue Unit 11-12A Wilmette, IL 60091
163	**Palm Valley Pavilions West** Not identified in Lease Goodyear, Arizona 85338
165	**Normon Centre 1** 1720 Washington Road Pittsburgh, PA 15241
166	**South Hill Center** 4102 South Meridian Suite E-3 Puyallup, WA 98373
168	**Admore Plaza** 44 Greenfield Plaza Ardmore, PA 19003
169	**Olmsted Plaza Shopping Center** 4570 Great Northern Blvd North Olmsted, OH 44070
170	**Southport Shopping Center** 15050 Cedar Ave., Space 113 Apple Valley, Minnesota 55124
172	5105 Route 30 Greensburg, PA 15601
177	**Oswego Commons** 112 Northhampton Drive, Unit 17 Inland Building #36205 Oswego, IL 60543
178	**Center Place Shopping Center** 680 N.W. Gilman Boulevard, Suite A Issaquah, WA 98027
180	**Greens of Strongsville Shopping Center** 18050 Royalton Road Strongsville, OH 44136

Store No.	Location
181	**Riverdale Village Central Shopping Center** 12762 Riverdale Blvd. NW, Unit 31 Coon Rapids, Minnesota 55448
182	**Algonquin Commons** 1708 S. Randall Road Algonquin, Illinois 60102
183	**Chandler Gateway Shopping Center** 3400 West Chandler Boulevard Suite 3 (Space 3400 C) Chandler, Arizona 85226
190	**Dorchester Towers** 155 West 68th Street/ 2003 Broadway New York, New York
191	**The Plaza at Mall of Georgia** 3350 Buford Drive, Suite 110 Buford, GA 30519
193	**Cost Plus Plaza** 6111 North Division Street Spokane, WA 99208
194	**Olympia Square** 3430 Pacific Ave. SE Olympia, WA 98501
195	770D N Jefferson Avenue Cookeville, TN 38501
196	**Northern Hills Shopping Center** 95-105 Buckland Hills Drive Manchester, CT 06042
197	**Elm Plaza** Elm Street & I91 Enfield, CT 06082
199	**Gateway Plaza One Shopping Center** 499-45 Sunrise Highway Patchogue, NY 11772
200	**Joannn's Plaza** 3105 Berlin Turnpike, Ste 3117 Newington, CT 06111
202	Main Street Center 33 U.S. 41 Schererville, IN 46375
203	9475 East Roosevelt Boulevard and 2525 Grant Avenue Philadelphia, PA 19114
204	**Rainbow Promenade Shopping Center** 2021 N. Rainbow Blvd., Suite 104 Las Vegas, Nevada 89108

Store No.	Location
205	**Stephanie Street Power Center** 509D North Stephanie Street Las Vegas, Nevada 89014
207	**Bluemound Centre** 17395 C West Bluemound Rd., Brookfield, WI 53045
208	81 Albany Turnpike Canton, CT 06019
209	Sawmill Columbus, OH
210	Reynoldsburg, OH
211	Polaris Columbus, OH
212	6303 South Westnedge Avenue Portage, MI 49002
213	3450 Alpine Avenue, NW Suite 3454 Walker, MI 49544
214	14717 Aurora Avenue, N. Seattle, WA 98133
215	Fargo, ND
216	Nashua, NH
218	Rockford, IL
219	6660 Odana Road 211 Madison WI, 53719
793	**The Galleria at Pittsburgh Mills** 590 Pittsburgh Mills Circle Tarentum, PA 15084
795	14220 NE 20th Street Suite B Bellevue, WA 98007

ANNEX III

Transition Calendar

Pay Run	Pay Group	Pay Period Start Date	Pay Period End Date	Actual Pay Day	Paid Via Sellers' ADP System	Paid Via Royal's ADP System	Sellers Pay & Benefits Liability	Royal Pay & Benefits Liability	Comments
1	Hourly	7/13	7/19	7/25	Yes	No	Yes	No	
A	Biweekly	7/6	7/19	7/25	Yes	No	Yes	No	
2	Hourly	7/20	7/26	8/1	Yes	No	7/20 to 7/24 all employees 7/20 to 7/26 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	7/25 to 7/26 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
3	Hourly	7/27	8/2	8/8	Yes	No	7/27 to 8/2 Pro Rata pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	7/27 to 8/2 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	

Pay Run	Pay Group	Pay Period Start Date	Pay Period End Date	Actual Pay Day	Paid Via Sellers' ADP System	Paid Via Royal's ADP System	Sellers Pay & Benefits Liability	Royal Pay & Benefits Liability	Comments
B	Biweekly	7/20	8/2	8/8	Yes	No	7/20 to 7/24 all employees 7/25 to 8/2 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	7/25 to 8/2 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
4	Hourly	8/3	8/9	8/15	Yes	No	8/3 to 8/9 Pro pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	8/3 to 8/9 Pro Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
5	Hourly	8/10	8/16	8/22	Yes	No	8/10 to 8/16 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	8/10 to 8/16 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ	

Pay Run	Pay Group	Pay Period Start Date	Pay Period End Date	Actual Pay Day	Paid Via Sellers' ADP System	Paid Via Royal's ADP System	Sellers Pay & Benefits Liability	Royal Pay & Benefits Liability	Comments
								Employees and Non-Transferred HQ Employees	
C	Biweekly	8/3	8/16	8/22	Yes	No	8/3 to 8/16 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	8/3 to 8/16 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
6	Hourly	8/17	8/23	8/29	Yes	No	8/17 to 8/23 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	8/17 to 8/23 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
7	Hourly	8/24	8/30	9/5	Yes	No	8/24 to 8/30 pro rata portion of Transferred HQ Employees and	8/24 to 8/30 Cookeville Employees, Retail Employees	

Pay Run	Pay Group	Pay Period Start Date	Pay Period End Date	Actual Pay Day	Paid Via Sellers' ADP System	Paid Via Royal's ADP System	Sellers Pay & Benefits Liability	Royal Pay & Benefits Liability	Comments
							Non-Transferred HQ Employees	and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
D	Biweekly	8/17	8/30	9/5	Yes	No	8/17 to 8/30 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	8/17 to 8/30 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
8	Hourly	8/31	9/6	9/12	Yes	No	8/31 to 9/6 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	8/31 to 9/6 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
9	Hourly	9/7	9/13	9/19	Yes	No	9/7 to 9/13 pro	9/7 to 9/13	

Pay Run	Pay Group	Pay Period Start Date	Pay Period End Date	Actual Pay Day	Paid Via Sellers' ADP System	Paid Via Royal's ADP System	Sellers Pay & Benefits Liability	Royal Pay & Benefits Liability	Comments
							rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
E	Biweekly	8/31	9/13	9/19	Yes	No	8/31 to 9/13 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	8/31 to 9/13 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
10	Hourly	9/14	9/20	9/26	Yes	No	9/14 to 9/20 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	9/14 to 9/20 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and	

Pay Run	Pay Group	Pay Period Start Date	Pay Period End Date	Actual Pay Day	Paid Via Sellers' ADP System	Paid Via Royal's ADP System	Sellers Pay & Benefits Liability	Royal Pay & Benefits Liability	Comments
								Non-Transferred HQ Employees	
11	Hourly	9/21	9/27	10/3	Yes	No	9/21 to 9/27 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	9/21 to 9/27 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
F	Biweekly	9/14	9/27	10/3	Yes	No	9/14 to 9/27 pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	9/14 to 9/27 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	
	Hourly Temporary Headquarters	9/28	10/4	10/10	Yes	No	9/28 to 10/4 pro rata portion of Transferred HQ Employees and Non-Transferred	N/A	Ongoing legacy Sellers payroll for just hourly employee (if any)

Pay Run	Pay Group	Pay Period Start Date	Pay Period End Date	Actual Pay Day	Paid Via Sellers' ADP System	Paid Via Royal's ADP System	Sellers Pay & Benefits Liability	Royal Pay & Benefits Liability	Comments
							HQ Employees		
Royal 1	Hourly Royal	9/28	10/6	10/10	Yes (as to Non-Transferred HQ Employees and Retail Employees)	Yes (as to Transferred HQ Employees and Cookeville Employees)	N/A	9/28 to 10/6 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	First Royal payroll for hourly Transferred HQ Employees and Cookeville Employees
Royal A	Semi Monthly	9/30	10/15	10/15	Yes (as to Non-Transferred HQ Employees and Retail Employees)	Yes (as to Transferred HQ Employees and Cookeville Employees)	N/A	9/30 to 10/15 Cookeville Employees, Retail Employees and pro rata portion of Transferred HQ Employees and Non-Transferred HQ Employees	First Royal payroll for Semi Monthly paid Transferred HQ Employees and Cookeville Employees; will include Oct 1 to 15 pay plus one extra day for 9/30 not paid under by the Sellers ADP system

ANNEX IV

Oreck Corporation Flexible Benefit Plans

Benefit	**Administer/Provider**
Health insurance	Administered by CIGNA Healthcare as of January 1, 2012, under Contract ASO1 3335190
Vision insurance	Cigna
Life insurance	Life Insurance Company of North America (Cigna)
Dental insurance	Delta Dental of Tennessee, Contract Number 3205
Accidental Death & Dismemberment Insurance	Life Insurance Company of North America (Cigna)
Short-Term and Long-Term Disability Insurance	Life Insurance Company of North America (CIGNA)
Business Travel Accident Insurance	Liberty Mutual
Health and Dependent Care Flexible Spending Accounts and COBRA	Discovery Benefits
Voluntary Benefits	Colonial
Prescription Drugs	Express Scripts
Employee Assistance Program	Compsych