B 10 (Official Form 10) (12/12)

UNITED STATES BANKRUPTCY COURT Middle District of Tennessee		PROOF OF CLAIM
Name of Debtor: In re : ORECK CORPORATION, et al.	Case Number: 13-4006 (Judge Lundin)	
NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Alvarez & Marsal Private Equity Performance Improvement Group, LLC		
Name and address where notices should be sent: 600 Madison Ave 8th Floor c/o Edward Frerks New York, NY 10022 Telephone number: (212) 328-8858 email: efrerks@alvarezandmarsal.com		☐ Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (*If known*) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: email:		☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

FILED
2013 SEP -9 PM 11:35
U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN
COURT USE ONLY

RECEIVED
SEP 10 2013
BMC GROUP

1. Amount of Claim as of Date Case Filed: $ 292,216.00

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Services Performed
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	**3a. Debtor may have scheduled account as:**	**3b. Uniform Claim Identifier (optional):**
F T R 1	(See instruction #3a)	(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: $_____

Annual Interest Rate _____% ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$_____

Basis for perfection: _____

Amount of Secured Claim: $_____

Amount Unsecured: $_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

Amount entitled to priority:
$_____

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustm*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

Oreck POC
06-00235

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. *(See instruction #7, and the definition of "redacted".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☑ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Edward Frerks
Title: Paralegal
Company: Alvarez & Marsal
Address and telephone number (if different from notice address above):

Telephone number: email:

(Signature) 09/05/2013 (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

ALVAREZ & MARSAL

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June 14, 2012

Russ Spieler
Director - Private Equity
Black Diamond Capital Management, L.L.C.
One Sound Shore Drive, Suite 200
Greenwich, Connecticut 06830

Dear Mr. Spieler,

This Statement of Work documents certain terms of understanding between Alvarez & Marsal Private Equity Performance Improvement Group, LLC ("A&M") and Black Diamond Capital Management, L.L.C. ("BDCM" or "Client") with respect to a BDCM Leveraged Sourcing Program (the "Project").

A&M will provide certain services to BDCM and its participating portfolio companies, as set forth on Exhibit 1 (collectively, the "Participating Companies" and each individually a "Participating Company") as described in this Statement of Work in connection with the Project ("Services"). These Services shall be provided under the provisions of this Statement of Work and our Standard Business Terms, including any appendices, schedules and/or attachments which, together, describe our understanding with respect to the Services (collectively, the "Agreement").

A&M will work with BDCM to develop a letter outlining the services to be rendered, expectations of participation, sign-off periods, and calculation of and reimbursement of fees to BDCM for payments made to A&M in connection with this engagement and assist BDCM in ensuring each Participating Company sign this document prior to RFP's being created.

This Agreement outlines roles and responsibilities for A&M, BDCM and its Participating Companies throughout the Project. The Agreement also establishes the compensation terms that will exist between A&M and BDCM for the Services being provided by A&M as part of the Project.

A&M agrees that BDCM shall have the right, subsequent to the execution of this Agreement by A&M and BDCM but prior to the final execution and delivery of the Joinders and Assumptions to this Agreement (individually and collectively, the "Joinder Agreements") by at least 10 Participating Companies ("Required Participation"), without liability for payment of any fees or expenses to A&M or any other liability hereunder, as of July 30, 2012, if the Required Participation threshold has not been reached as of such date.

1. Program Background

The Project involves A&M supporting BDCM and its Participating Companies in executing sourcing events for the categories listed in Exhibit 2.

For the categories listed in Exhibit 2, A&M will conduct a Leveraged Sourcing Program across the portfolio. The goal for these categories will be to drive annualized savings while maintaining or improving current quality and service levels. For categories listed in Exhibit 2, the A&M team will develop sourcing strategies, identify potential vendors, develop bid packages, drive the negotiation process to select vendors and complete new agreement terms and conditions.

2. **Project Scope, Approach, and Responsibilities**

Scope: A&M will facilitate and manage the Project on behalf of BDCM, as described in this Agreement and will be responsible for leading the sourcing process for categories listed in Exhibit 2.

Approach: In good faith, A&M will work with BDCM to complete the following activities and major milestones in a timely fashion.

For categories listed in Exhibit 2, A&M will complete the end-to-end sourcing activities (described below) to drive annualized savings. The sourcing process itself will be comprised of four main stages: RFP Preparation (4-6 weeks, dependent on timing of stakeholder data submissions); RFP issuance and grading (4 weeks); negotiation completion (3-4 weeks, dependent on timing of stakeholder decision making); and master contract and implementation preparation (3-4 weeks).

The key activities include:

- **Category Kick-Off Meetings:** For each category listed in Exhibit 2, a kick-off meeting will occur with relevant stakeholders to provide an overview on the sourcing approach, go through the detailed data request, and review key milestones for the selected categories.

- **Establish baselines:** For each category listed in Exhibit 2, a set of baselines will be jointly established to compare and determine potential savings opportunities taking into account equivalent levels of service and quality.

- **Category Bid Package:** For each category listed in Exhibit 2, A&M will prepare bid packages to solicit proposals from targeted vendors (the "Targeted Vendors"). As part of this process, Participating Company Stakeholders will be required to review and approve ***in writing*** the volume commitments and requirements in the bid package. In addition, A&M will provide confidential information to Targeted Vendors. Confidential information will include the approved volume commitment, requirements and such other information that will be included in the bid package. A&M will distribute to the Targeted Vendors and execute on behalf of the Participating Companies a standard confidentiality agreement. The standard confidentiality agreement is included as part of Exhibit 3. Such standard confidentiality agreement shall not be executed by A&M on behalf of any Participating Company until BDCM or such Participating Company has had the opportunity to review such agreement and agree to the signing thereof. The Participating Companies will be responsible for any necessary legal services and for promptly reviewing and negotiating the legal provisions of the confidentiality agreements that they may deem necessary. The parties acknowledge and agree that A&M is not responsible for any breaches of the confidentiality agreement by the Targeted Vendors; provided that A&M conforms to the foregoing procedure.

- **Vendor Negotiations:** For each category listed in Exhibit 2, A&M, together with selected representation of the Participating Companies, will lead the negotiations of pricing and business terms between Participating Companies and the vendors for each participating category. BDCM and Participating Company stakeholders will be provided with analysis on competing business terms and must provide prompt feedback and needed assistance during the negotiation process. Vendor negotiations will focus on price together with quality and service in qualifying potential vendors.

- **Vendor Agreements:** For each category listed in Exhibit 2, A&M will work with Targeted Vendors to establish common pricing and business contract terms. Based on those common business terms, each Participating Company will review and sign an agreement directly with the chosen vendor. All vendor agreements shall be in writing. A&M will have no liability with respect to any vendor agreements or confidentiality agreements to which it is not a party.

- **Savings Tracking:** A&M will work with BDCM and the Participating Company stakeholders and chosen vendors for each category to establish Key Performance Indicators ("KPIs") that will facilitate supplier compliance and enable BDCM and the Participating Companies to track and report program savings. BDCM and Participating Company stakeholders and the vendors will be responsible for executing day-to-day reporting and tracking requirements, after the Services have been completed.

A&M, BDCM and Participating Company Responsibilities: To support the above process, A&M and BDCM, commit in good faith to fulfill the following responsibilities in a timely fashion:

a. A&M and the BDCM project leadership team will identify participants from each Participating Company to assist with the sourcing process.
    i. A&M anticipates working with individuals from BDCM and the Participating Companies
    ii. A&M will consult with these individuals, as necessary, throughout the Project to make sure BDCM's and the Participating Companies requirements are being met.
    iii. BDCM and Participating Companies sourcing participants' activities will include but are not limited to the following: gathering data, validating spend cube, providing information on specific requirements, providing information around current and previous vendor relationships reviewing and approving baselines, reviewing and approving commitments to bid packages, reviewing potential negotiated savings and providing recommendations on behalf of the Participating Company, and reviewing, agreeing to and signing vendor agreements.
b. A&M will lead and conduct category kick-off meetings for each participating category listed in Exhibit 2 and the Participating Company Stakeholders will commit to attending such meetings.
c. A&M will outline data collection requirements and provide them to the Participating Company Stakeholders. The data may consist of the following: line item purchase data, contracts, historical relationship information, and rep contact information. BDCM will commit to assisting A&M in retrieving and validating required data.
d. A&M, BDCM, and the Participating Companies will make an assessment for each sourcing category listed in Exhibit 2 prior to the distribution of any RFP's to understand if any Participating Company has business constraints that would preclude it from participating in the RFP (any such Participating Companies shall be referred to as "Excluded Company" for that specific category or categories). A&M will confirm the list of Excluded Companies with BDCM.
e. A&M will work with the Participating Company stakeholders and BDCM to establish a mutually agreed upon baseline, ***to be approved in writing***, for each sourcing category listed in Exhibit 2.
f. A&M will create and review bid packages with the Participating Company stakeholders to ensure to the best of A&M's knowledge that the spend volume and requirements are correct. A&M may use an eSourcing tool to facilitate the RFP process.
g. A&M will review and gather input from the Participating Company stakeholders on the Targeted Vendors for each sourcing category.

g. A&M will support the business negotiations with the Targeted Vendors. Participating Company stakeholders will provide A&M timely feedback and needed assistance on proposal offers.
h. A&M will facilitate attainment of common business terms and conditions applicable to agreements between the Participating Companies and the chosen participating category vendor, but will not provide legal services. The A&M team will then provide on-going business oversight and business compliance to monitor vendor agreements as applicable (initial reviews will be conducted at no charge 6 and 12 months after contract signing for each sourcing category listed in Exhibit 2). The level of ongoing oversight and compliance monitoring beyond 12 months will be dependent on the levels selected by BDCM but is typically $25,000 per review per portfolio.

3. Project Assumptions

The Services, deliverables, fees and delivery schedule for this engagement are based upon the following assumptions, representations, or information supplied by BDCM and/or the Participating Companies.

- BDCM and the Participating Companies will designate competent employee or employees within senior management with the responsibility to make or communicate all management decisions with respect to this engagement.

- BDCM understands that the Services to be performed by A&M may include the development of projections, recommendations, forward-looking statements and other determinations and/or opinions, and that numerous factors beyond the control of A&M can affect the actual results of Participating Company operations, which may materially and adversely differ from those projections, recommendations, forward-looking statements and other determinations and/or opinions. In addition, A&M will be relying on information provided by other Participating Company Stakeholders in the preparation of those projections, recommendations, forward-looking statements and other determinations and/or opinions.

- A&M makes no representation or guarantee that the course of action or business recommendations identified as part of the Services noted above, when implemented, will bring about the expected outcome related to the Services specified above and be acceptable to BDCM, shareholders and any other constituents or that such course of action or business recommendations would be more successful than other possible courses of action or business recommendations that could have been formulated and implemented.

4. Fees Structure

Below are key terms that will be used to determine the savings.

Key terms:

- **Pricing Baselines:** A Pricing Baseline ("Pricing Baseline") will be developed to establish current total landed pricing net of any rebates and inclusive of any impact to other items purchased from the same vendors, as it relates to each Participating Company for each sourcing category listed in Exhibit 2 to be determined and agreed to in writing between each Participating Company, A&M, and BDCM.

Pricing Baselines will be established category by category and Participating Company by Participating Company for each sourcing category listed in Exhibit 2. Some methods to establish the baseline include product unit cost, percent discount off market price, percent of specified revenue, and/or percent of gross margin.

The Pricing Baseline established will be used during the vendor negotiations for each sourcing category listed in Exhibit 2 to evaluate pricing during the bid process and determine projected potential savings opportunities for each Participating Company.

- **Projected Annual Spend Baselines:** A Projected Annual Spend Baseline ("Projected Annual Spend") will be established for each Participating Company using current pricing by analyzing the preceding 3-12 months of spend for each sourcing category listed in Exhibit 2 and adjusting that spend level to reflect demand forecasts, market variations, and other considerations, including whether the Participating Company recently renegotiated terms with its existing vendor. The Projected Annual Spend Baseline will be used in the vendor negotiations to communicate potential spend levels and will be used to quantify the potential annual savings from new vendor agreements for each Participating Company for each sourcing category listed in Exhibit 2. The Projected Annual Spend will be established category by category and Participating Company by Participating Company for each sourcing category listed in Exhibit 2 and will be mutually agreed upon in writing between A&M and each Participating Company.

- **Negotiated Pricing:** A&M, working with BDCM and the Participating Companies, will support the business negotiations with Targeted Vendors for each sourcing category listed in Exhibit 2 to establish new negotiated pricing ("Negotiated Pricing") for each sourcing category listed in Exhibit 2. The Negotiated Pricing will establish the new pricing for each sourcing category listed in Exhibit 2 and will be used as the basis to assess potential savings. The Negotiated Pricing will allow A&M to analyze potential savings versus the Pricing Baseline.

- **Savings Period:** A&M, working with BDCM and Participating Companies, will define a Savings Period ("Savings Period") to assess and determine the annual impact of a new vendor agreement. The Savings Period for each sourcing category listed in Exhibit 2 will begin in the first month following an agreed upon transition plan, in which BDCM and the Participating Companies purchase goods or services in such category at the Negotiated Pricing, and will conclude 6 months from that date.

- **Projected Annual Savings:** A Projected Annual Savings ("Projected Annual Savings") for each Participating Company for each sourcing category listed in Exhibit 2 to be determined and agreed to in writing will be determined by applying the new Negotiated Pricing to the Projected Annual Spend and comparing it with the spend level that would have occurred under the current Pricing Baseline for such Participating Company. The Projected Annual Savings will be established category by category and Participating Company by Participating Company for each sourcing category listed in Exhibit 2 and will be mutually agreed upon in writing between A&M and BDCM. When calculating the Projected Annual Savings, any breakage or termination fees due and payable as a result of the termination of a Participating Company's contract with its existing vendor, amortized over the term of the new contract, shall be taken into account.

- **Realized Savings:** A&M and BDCM will promptly after the completion of the Savings Period determine the realized savings for such period for each Participating Company for each sourcing category listed in Exhibit 2 to be determined and agreed to in writing for which the Participating Companies sign vendor agreements. The realized savings for a Participating Company shall be determined by comparing the actual volume at new total landed price, multiplied by 2 at the 6 month point and 1 at the 12 month point, for such Participating Company for the Savings Period to the actual volume at the previously agreed-to baseline total landed price multiplied by 2 at the 6 month point and 1 at the 12 month point, for such Participating Company for the Savings Period. The Realized Savings will be established category by category and Participating Company by Participating Company for each sourcing category listed in Exhibit 2. When calculating the Realized Savings, any breakage or termination fees due and payable as a result of the termination of a Participating Company's contract with its existing vendor, amortized over the term of the new contract, shall be taken into account.

For each participating category listed in Exhibit 2 for which BDCM and/or the Participating Companies sign(s) a vendor agreement, A&M will receive a contingent fee based on the aggregate Realized Savings of all the Participating Companies. It is assumed that, in some instances, BDCM and the Participating Companies will need some period of time to transition from their current agreements to a new agreement for a participating category listed in Exhibit 2. The A&M fee will be equal to **30%** of the aggregate Realized Savings.

In terms of calculating A&M's contingent fee, A&M will use the Realized Savings for each participating category listed in Exhibit 2 as the basis for final determination of A&M's contingent fees. However, the timing of invoicing will be determined as set forth below under the subsection of Timing of Fees.

5. Timing of Fees

Payment will be made by BDCM to A&M as outlined below.

Upon execution of vendor agreements in a given category, BDCM shall pay A&M an amount equal to 50% of its contingency payment based on the Projected Annual Savings as outlined in Section 4. Approximately six months after execution of vendor agreements in a given category the aggregate Realized Savings of the Participating Companies in a given category shall be determined by A&M and BDCM at that point in time, and BDCM shall pay to A&M the contingency fee earned based on the annualized Realized Savings of all the Participating Companies in such category minus the prior payment, and then divided by 2, by BDCM to A&M with respect to the aggregate Projected Annual Savings in such category. Approximately twelve months after execution of vendor agreements in a given category, the final determination of the aggregate Realized Savings of the Participating Companies in a given category shall be made by A&M and BDCM, and BDCM shall pay to A&M the contingency fee earned based on the annualized Realized Savings of all the Participating Companies in such category minus the prior payments by BDCM to A&M with respect to the aggregate Projected Annual Savings in such category.

Non-Participation Payment: Notwithstanding the foregoing, in the event (i) A&M completes all or substantially all of the work with respect to a particular BDCM portfolio company and its participation and potential savings in a particular category listed in Exhibit 2 (prior to any instruction by BDCM to the effect that such portfolio company shall not be participating in such category), (ii) the contract reviewed and received from the vendor for each

sourcing category listed in Exhibit 2 reflects terms and conditions that meet or exceed the Participating Companies previously documented, (iii) the Projected Annual Savings with respect to such BDCM portfolio company's participation in such category equals or exceeds $50,000 (taking into account any applicable termination or breakage fees or any other restraints on termination of the existing contract), (iv) such BDCM portfolio company fails to participate in such category (including by not executing the applicable vendor agreement(s)), and (v) the company is not an Excluded Company, then, in lieu of any contingent fee that would have been payable by BDCM with respect to such BDCM portfolio company's participation in such category as described above, BDCM shall pay A&M a fee equal to 30% of the Projected Annual Savings with respect to such BDCM portfolio company's participation in such category, payable at the time of execution of the vendor agreement(s) in such category.

A&M and BDCM may amend this agreement, which must be agreed upon in writing, to provide for, among other things, a different schedule for the timing of contingent fee payments during the Savings Period for each sourcing category listed in Exhibit 2.

There shall be no fee payable hereunder based on savings in periods after the Savings Period. The contingent fee set forth herein covers all vendor agreements executed during this Project related to the Participating Companies in the participating categories listed in Exhibit 2. To the extent this Agreement is terminated by BDCM without Cause, the contingent fee set forth herein is payable only to the extent information generated by A&M during this Project is primarily responsible for or primarily the basis of the execution of new vendor agreements by BDCM and/or the Participating Companies for participating categories listed in Exhibit 2 (to the extent such vendor agreements are executed within 12 months of the termination of this Agreement); provided that any such fee shall be reduced by the amount of any fees previously paid.

A&M will bill for reasonable direct out-of-pocket expenses incurred in connection with its services hereunder at the actual amounts incurred; provided that A&M shall not incur more than $20,000 in such expenses without the prior written consent of BDCM. These expenses will include but not be limited to coach airfare and ground transportation, lodging and meals. Invoices are due upon presentation. Should any invoice remain unpaid for more than 30 days after the date thereof, interest shall be paid at the lesser of a rate of 8% per annum or the maximum amount permissible under law per month. Any taxes, interest or penalties related to or arising out of this Agreement other than those based upon or measured by A&M's net income shall be BDCM's responsibility.
In the case of a dispute to enforce the obligation to pay fees and expenses under this Agreement, the prevailing party in such dispute shall be reimbursed by the non-prevailing party for the reasonable fees and expenses of its counsel incurred in connection with such dispute.

6. **Fees Upon Termination**

In the event this Agreement is terminated prior to the expiration of the Term, the following shall apply:

In the event the Agreement is terminated by BDCM without Cause,

(1) Within 30 days of such termination, A&M shall submit an invoice and receive within 45 days (a) all accrued but eligible unreimbursed expenses and (b) the remaining payment due in the Non-Participation Payment subsection of Section 5, if any, or, if vendor agreements have not yet been signed by the vendor for a particular category, a blended rate of $450 per hour multiplied by the actual hours spent on such engagement until the termination date, details of which would be provided at time of termination, and not to exceed the original time and materials proposed fee of $137,500 per category unless otherwise agreed to in writing by BDCM.

In the event the Agreement is terminated by BDCM with Cause or by A&M,

(1) A&M shall be entitled to retain and receive only those fees paid or due to A&M on or prior to the date of termination. A&M shall not be entitled to any fees first due following the date of such termination.

(2) All accrued but eligible unreimbursed expenses shall be paid within 45 days of such termination.

"Cause" means a material breach of the terms of this Agreement not remedied within 30 days of the notice of such breach or the performance of a party's obligations hereunder in a manner that is intentional or is grossly negligent.

In either case, A&M will deliver copies of all work product to BDCM as completed, including bid packages sent to vendors, agreements developed with vendors, and any and all related data and analysis.

Notwithstanding the foregoing, BDCM shall have the right to cancel this Agreement without any liability for any fees or expenses due and payable to A&M or any other liability hereunder, as of July 30, 2012, if the Required Participation threshold has not reached as of such date."

7. Change Order Process

During the Project, BDCM may request additions, deletions, or modifications to the scope, nature or timing of the Services described in this Statement of Work ("Changes"). A&M shall have no obligation to commence work in connection with any requested Change involving an increase or decrease in the scope of work until the fee and/or schedule impact of the Change is agreed upon in a written change order signed by both A&M and BDCM. Upon a request for a Change, A&M shall submit a proposal to BDCM describing the Changes (a "Change Order"), including, as applicable, the impact of such Changes on schedule, fees and expenses. BDCM shall either indicate its acceptance of the proposed Changes by signing the Change Order or advise A&M not to perform the Changes, in which event A&M shall proceed with the original Services.

The occurrence of (1) any change in any law, rule or regulation after the execution of this agreement that materially affects the scope, nature or quantity of the Services, (2) any event or transaction that significantly increases or decreases the size and/or nature of the operations of BDCM in a manner that affects the scope, nature or quantity of the Services, or (3) any other event or condition that significantly increases or decreases costs associated with providing the Services shall be considered a Change (provided that a Change shall not include the sale or acquisition of a portfolio company, any addition or deletion of Participating Companies from Exhibit 1 and participation in the program or any particular categories listed in Exhibit 2 once agreed to by the parties, or any other change expressly contemplated herein), and A&M and BDCM shall promptly meet to negotiate an equitable adjustment in the schedule and/or the fees payable to A&M.

8. Project Team

In rendering its services to BDCM, A&M will report directly to the appropriate members of BDCM deemed responsible for the Project, and will make recommendations to and consult with such members as they direct.

Jeff Schlosser, Managing Director, will be responsible for the overall engagement. Mike Simoncic, Senior Director, will lead our efforts on a day-to-day basis. These responsibilities include managing the overall quality of our work

(based on the objectives and scope defined in this letter) and communicating our progress to you. They will be assisted by other A&M personnel. A&M personnel providing services to BDCM may also work with other A&M clients in conjunction with unrelated matters. The team will include the following levels of personnel from Alvarez & Marsal: Manager(s), Senior Associate(s), and Subject Matter Experts ("SMEs"), as applicable.

9. Use of 3rd Party Vendors

In anticipation of the provision of the services, A&M has contracted with Iasta, Inc. ("Iasta") for the use of Iasta's SaaS Application (the "Iasta Services") for the purpose of conducting and facilitating Client's (and other A&M clients') on-demand on-line e-sourcing bidding events, RFXs or related e-sourcing projects ("Projects"). Client hereby consents to the use of the Iasta Services in furtherance of this engagement (which shall include the provision of information to Iasta that is necessary for the use of the Iasta Services, which may include Client confidential information) and understands that, as further set forth in Section 6 of the Standard Business Terms hereto, the Iasta Services shall be deemed to be third party services and A&M shall have no responsibility for the adequacy or sufficiency thereof or for any acts or omissions by Iasta or its agents or representatives. In order to induce Iasta to enter into the agreement for the Iasta Services, A&M is required to indemnify defend and hold harmless Iasta and its officers and directors from and against any and all liability, loss, injury, claims, costs, expenses, damages, attorneys' fees, court costs, litigation expenses and related expenses which may be brought or asserted against Iasta by a third party which arise from any representations or omissions made by A&M during a Project. Client hereby acknowledges and agrees that any claim made by Iasta under the Iasta Services agreement as a direct result of an act or omission of the Client, including but not limited to any such claims made under the aforementioned indemnification provisions to the extent directly resulting from an act or omission of Client shall be deemed to be a third party claim subject to the indemnification and reimbursement provisions set forth in Section 7 of the Standard Business Terms attached hereto

10. No Third Party Beneficiary

BDCM acknowledges that all advice (written or oral) given by A&M to BDCM in connection with this engagement is intended solely for the benefit and use of BDCM (limited to its Board and management) in considering the matters to which this engagement relates. BDCM agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law. Notwithstanding anything to the contrary, all advice (written or oral) given by A&M to BDCM may be provided to the applicable Participating Company, provided, however, the Client agrees that A&M shall have no liability to any Participating company for the Services rendered under this Agreement.

11. No Audit or Duty To Update

BDCM acknowledges that A&M and its personnel are not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body. BDCM also acknowledges that A&M is entitled to rely on the accuracy and validity of the data disclosed or supplied by employees and representatives of BDCM to A&M. A&M and its personnel are under no obligation to update data submitted to them or review any other areas unless specifically requested by BDCM to do so.

12. Not a Public Accounting Firm

A&M employs individuals who are licensed as certified public accountants ("CPAs") who focus on providing independent business advisory services. BDCM understands and acknowledge that A&M is not a public accounting firm or CPA firm and does not issue opinions on financial statements or provide audit or other attestation services. Additionally, A&M has no responsibility related to regulatory requirements, securities laws or accounting principles.

13. Conflicts

A&M is not currently aware of any relationship that would create a conflict of interest with BDCM, the Participating Companies or those parties-in-interest of which you have made us aware. Because A&M is a consulting firm that serves clients on a national basis in numerous cases, both in and out of court, it is possible that A&M may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with BDCM, including creditors of those entities.

We appreciate the opportunity to be of service to you and look forward to working with you on this important Project. You can be assured that it will receive our close attention. Please indicate your agreement to these arrangements by signing and returning to A&M the enclosed copy of this Agreement.

Very truly yours,

Alvarez & Marsal Private Equity Performance Improvement Group, LLC

By: _____ Date: June 14, 2012

Jeffrey Schlosser

Acknowledged and Accepted:

Black Diamond Capital Management, L.L.C.

By: _____ Date: June 20, 2012

Title: SVP

Standard Business Terms

These Standard Business Terms ("Terms") shall govern the Services provided by Alvarez & Marsal Private Equity Performance Improvement Group, LLC ("A&M") as set forth in the accompanying Statement of Work executed Black Diamond Capital Management, L.L.C. ("Client") and A&M dated June __, 2012. These Terms, together with the Statement of Work, including any appendices, schedules and/or attachments, constitute the entire understanding and agreement between Client and A&M with respect to the Services described in the Statement of Work ("Agreement"), supersede all prior oral and written communications and may be amended, modified or changed (including changes in scope, nature of the Services or fees as described under Change Order Process in the Statement of Work) only in writing when signed by both parties. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern, except to the extent that a Statement of Work specifically states otherwise with respect to a specific term or condition.

Section 1. Fees, Expenses
Client shall pay A&M the professional fees and the related expenses in accordance with the Statement of Work.

Section 2. Client Responsibilities
(a) Client acknowledges that A&M's delivery of the Services and the fees charged are dependent on Client's timely and effective completion of Client responsibilities. Client represents and warrants to A&M as follows: (1) Client will provide A&M with reliable, accurate and complete information and A&M will be entitled to rely upon the accuracy and completeness of the information provided by Client without any independent investigation or verification thereof by A&M, (2) Client will provide timely decisions and approvals by Client's management, (3) all Client facilities in which A&M personnel may be obligated to work shall comply in all respects with all applicable federal, state and local laws, rules and regulations, (4) if required for the performance of the Services at a Client facility, Client shall provide appropriate work space and other equipment, access to systems and information and support services, (5) if Client's personnel will work with A&M's personnel in connection with the Services, Client will assign Client personnel having skills commensurate with their role with respect to such Services, and (6) Client shall determine the regulatory requirements, tax requirements and securities laws applicable to Client's business and the respective businesses of its portfolio companies and shall define the accounting principles to be applied to each such respective business, and Client shall notify A&M in a timely manner of such requirements, laws and principles, any changes thereto, and the effects of such changes.

(b) A&M shall be entitled to rely on all Client decisions and approvals made independently of this Agreement and/or prior to its execution by the parties. Nothing in this Agreement shall require A&M to evaluate, advise on, modify, or reject such decisions and approvals, except as expressly agreed to in the Statement of Work.

(c) Client acknowledges that Client or its affiliates (1) are the controller(s) of any Client, affiliate, or third party data or databases accessed and/or processed by A&M in the course of performing the Services, including, but not limited to, data relating to individuals (the "Data"), and (2) will be solely responsible to third parties for such Data, including, but not limited to, the individuals to whom the Data relates, if any, and Client and affiliate personnel. Client represents and warrants to A&M that all Data processing and transfers between Client and its affiliates on the one hand and A&M on the other hand have been and will be conducted in full compliance with any laws or regulations applicable to the protection of data. Client further acknowledges that Client and its affiliates are solely responsible for providing A&M with directions and instructions relating to any laws or regulations applicable to the protection of data, upon which directions and instructions A&M will rely exclusively when accessing and processing Data in performing the Services.

(d) Client agrees that it shall be responsible for any delays, additional costs or other liabilities caused by or associated with Client's failure to fulfill any of the Client responsibilities.

Section 3. Confidentiality
With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party as confidential, the recipient agrees to: (1) protect the confidential information in a commercially reasonable manner; (2) use confidential information only to perform its obligations under this Agreement; and (3) reproduce confidential information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (1) publicly known through no breach of this Agreement; (2) already known to the recipient at the time of disclosure; (3) subsequently obtained by the recipient from a third party without breach of any obligation of confidentiality of such third party; (4) independently developed by recipient without reliance upon any of the confidential information; or (5) disclosed pursuant to legal requirements or order. Subject to the foregoing, A&M may disclose Client's confidential information to its subcontractors, affiliates and third party services providers who also sign a similar agreement. Each party may retain, subject to its confidentiality obligations, one (1) copy of the other party's documents or other information (including confidential information) for internal record keeping purposes, but only for that period of time necessary to evidence compliance with this Agreement or other legal requirements.

Section 4. Deliverables
Client may, solely for its internal business purposes, use, copy, distribute internally and modify the spend diagnostic and related opportunities report due pursuant to the Statement of Work (the "Deliverables"). Client shall not, without A&M's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Except as otherwise expressly provided herein, A&M shall retain all right, title and interest in and to: (1) the Deliverables, including but not limited to all patent, copyright, trademark and other intellectual property rights therein; and (2) all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Deliverables or that A&M may develop or supply in connection with this Agreement ("A&M Knowledge"). Subject to the confidentiality restrictions contained in Section 3, A&M may use the Deliverables and A&M Knowledge for any purpose. Upon full and final payment of all fees and expenses owing to A&M under this Agreement, A&M hereby grants to Client an irrevocable exclusive, nontransferable, royalty-free license to use the Deliverables and to create and use derivative works derived from the Deliverables, so long as in doing so Client does not breach any obligation of confidentiality.

Section 5. Acceptance

Client shall accept Deliverables which (1) conform to the requirements of the Statement of Work or (2) where applicable, successfully complete the acceptance test plan described in the Statement of Work. Client will promptly, and in no event more than ten (10) business days after the completion of the applicable Services with respect to any Deliverable ("Acceptance Period") give A&M notification of any non-conformance of the Deliverables with such requirements ("Non-conformance"), and A&M shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. Client shall have the right to test the corrected Deliverables in the same manner as with respect to the original Deliverables. If Client uses the Deliverables before acceptance, modifies the Deliverables without the approval of A&M, unreasonably delays the beginning of acceptance testing, or does not notify A&M of any Non-conformance within the Acceptance period, then the Deliverables shall be considered accepted by Client.

Section 6. Warranty

(a) A&M warrants that the Services shall be performed with reasonable care in a diligent and competent manner. A&M's sole obligation shall be to correct any non-conformance with this warranty, provided that Client gives A&M written notice within thirty (30) days after the Services are performed. A&M does not warrant and is not responsible for any Services to the extent that the Services incorporate work performed substantially by Client or to the extent that the Services involve work that has not been completed and reviewed by A&M.

(b) A&M does not warrant and is not responsible for any third party products or services. Client's sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against A&M.

(c) THIS SECTION 5 IS ALVAREZ & MARSAL PRIVATE EQUITY PERFORMANCE IMPROVEMENT GROUP'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

Section 7. Risk Allocation

(a) A&M's and its affiliates' total liability to the Client relating to this Agreement shall in no event exceed the fees A&M receives hereunder for the portion of the work giving rise to liability except to the extent determined by a court or arbitrator to have resulted from A&M or its affiliates' gross negligence or intentional misconduct, or include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity).

(b)(i) The Client agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others in investigating, preparing or defending any action or claim arising from the services provided by A&M hereunder, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred resulting directly from the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent determined by a court or arbitrator to have resulted from such Indemnified Party's gross negligence or intentional misconduct. The Client also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Client for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses resulted directly from such Indemnified Party's gross negligence or intentional misconduct. The Client further agrees that it will be obligated to obtain the consent of an Indemnified Party prior to agreeing to any release of such Indemnified Party in connection with the settlement of any litigation in respect of which such Indemnified Party is entitled to indemnification here under if such release or settlement imposes conditions, undertakings and/or obligations on any of the Indemnified Parties. (b)(ii) These indemnification provisions shall be in addition to any liability which the Client may otherwise have to the Indemnified Parties

(b)(iii) Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

(c) A&M agrees to indemnify and hold harmless each of Client and the Participating Companies and their respective affiliates, shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "A&M Indemnified Party" and collectively, the "A&M Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others (based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any A&M Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, resulting directly from (i) bodily injury or death of any person or damage to real and/or tangible personal property incurred while A&M is performing the Services and to the extent caused by the negligent or willful acts or omissions or (ii) any gross negligent or intentional misconduct of A&M personnel or agents in performing the Services as determined by a court or arbitrator.

(c)(i) Client acknowledges that in connection with any Services provided by A&M under the Agreement, A&M may, at A&M's sole discretion, utilize the services of affiliates and third party service providers within and without the United States to perform or assist in performing certain procedures. Client hereby consents to A&M's use of such affiliates and third party service providers. However, A&M shall be responsible for all of the Services and obligations of A&M under the Agreement whether or not performed, in whole or part, by A&M, any affiliate of A&M or any subcontractor. Client agrees that no A&M affiliate, subcontractor, nor their respective partners, principals or employees who perform work under this Agreement will have any liability to Client in connection with the Services or this Agreement.

(c)(ii) The provisions of this Section 7 are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, whether of Client, A&M, or others, tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of the damage or loss asserted, to the extent not contrary to applicable law.

(d) Any claim for indemnification under this Agreement must be brought within twelve (12) months after the cause of action arises or twelve (12) months after the Indemnified Party is named a party in a third party cause of action.

Section 8. Personnel

(a) While A&M shall attempt to comply with Client's request for specific individuals, A&M shall be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services.

(b) The Client agrees that, until eighteen (18) months subsequent to date hereof, it will not (i) hire or otherwise engage to perform services any employee of A&M or its affiliates who worked on this engagement while such individual is employed by A&M or its affiliates ("Solicited Person") without prior written approval from A&M or (ii) refer any Solicited Person for employment or other engagement by any parent, subsidiary and/or affiliate. Should the Client breach this Section 8(b), A&M shall be entitled to a fee from the party extending such offer equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement. Notwithstanding the forgoing, except with respect to Jeffrey Schlosser and Michael Simoncic, the Client and its subsidiaries and affiliates shall not be restricted from speaking with, hiring or engaging any employee of A&M or its affiliates that responds to a general solicitation (in whatever form, including on-line job boards) not specifically directed at such person, and shall not be obligated to pay any fee to A&M with respect to such a hiring or engagement..

Section 9. Termination

(a) This Agreement may be terminated at any time by either party upon fifteen (15) days written notice to the other.
(b) Client shall pay A&M for all Services rendered and expenses incurred as of the date of termination, and to the extent that termination is without Cause, shall reimburse A&M for all reasonable costs associated with any termination.
(c) Except for matters related to confidentiality or intellectual property rights, the parties shall first attempt to resolve any dispute or alleged breach internally by escalating it through management and, prior to pursuing litigation, use a mutually acceptable alternative dispute resolution process.

Section 10. General

(a) Neither party shall use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent. Notwithstanding anything herein to the contrary and upon Client's prior consent, A&M may reference or list Client's name and/or a general description of the Services/Project. Client also agrees that upon reasonable prior notice from A&M, Client will be willing to provide a reference for A&M (e.g. in the form of analyst telephone calls, client telephone calls, presentations, and the like).
(b) Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
(c) This Agreement may not be assigned or otherwise transferred without the prior express written consent of the other party. A&M may use subcontractors to provide Services.
(d) Any notices given pursuant to this Agreement shall be in writing, delivered to the address set forth in the Statement of Work, and shall be considered given when received.
(e) No term of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.
(f) If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
(g) This Agreement does not make either party an agent or legal representative of the other party, and does not create a partnership or joint venture. Both parties are independent contractors and principals for their own accounts.
(h) Sections 3 through 9 of these Terms shall survive the expiration or termination of this Agreement.
(i) The laws of the State of New York (without regard to the principles of conflicts of laws) shall govern this Agreement. Each party consents and submits to the personal jurisdiction of and exclusive venue in any court of competent jurisdiction in New York County, New York, or the United States District Court for the Southern District of New York.
(j) Client acknowledges that: (i) A&M and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) A&M shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond A&M's reasonable control.

Acknowledged and Accepted:

Black Diamond Capital Management, LLC:	For Alvarez & Marsal Private Equity Performance Improvement Group, LLC:
By: _____	By:
Title: SMD	Title: Managing Director
Date: 6/20/12	Date: June __, 2012

Exhibit 1

Participating Companies

1. Ames / Axia Holdings
2. Arclin
3. Colorspot
4. Constar
5. Foamex
6. Hines
7. Insight Health
8. International Wire
9. Ion Media
10. Kolmar
11. Oreck
12. PTC Alliance
13. Running Aces
14. SunWorld
15. United Subcontractors
16. ViaSystems
17. Werner Ladder

Exhibit 2

Sourcing Categories for Wave 1 – May be amended post diagnostic review by A&M with discussion by A&M, BDCM, and the Participating Companies

- Small Parcel
- Corrugate
- IT Hardware
- Telecom - Wireless
- Office Supplies
- Labels
- Pallets
- Travel

Exhibit 3

BDCM Leveraged Sourcing Program
Standard Non-Disclosure Agreement

In consideration of Alvarez & Marsal Private Equity Performance Improvement Group, LLC (hereinafter referred to as "A&M PEPI") and its Clients that are listed in Exhibit 1 (the "Clients") disclosing to _____ ("Vendor") confidential information of the Clients ("Confidential Information"), and of Vendor disclosing to A&M PEPI confidential information of Vendor for use in connection with A&M PEPI performing professional services for the Clients, the parties agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean all information and data in any form received by the Vendor from A&M PEPI or a Client with reference to the request for proposal or bid package used to solicit proposals and which has either been marked "Confidential" or which would be understood to be confidential by a reasonable person. Information and data shall not be deemed to be Confidential Information, and the Vendor shall have no obligation to treat such information and data as Confidential Information, if such information and data:

    - Was known by the Vendor at the time of such disclosure; or
    - Was known to the public at the time of such disclosure or becomes known to the public subsequent to such disclosure other than through a breach of any legal or contractual confidentiality obligations owed to the disclosing party; or
    - Is disclosed lawfully to the Vendor by a third party having no duty to Clients subsequent to such disclosure; or
    - Is approved in writing by A&M PEPI or a Client for disclosure by the Vendor; or
    - Is required by law to be disclosed by the Vendor provided that the Vendor gives the disclosing party prior written notice of such required disclosure and that the Vendor discloses only that portion of the Confidential Information which is legally required and exercises best efforts to obtain a protective order or other reliable assurance that the Confidential Information will be accorded confidential treatment.

2. The Vendor shall not disclose any Confidential Information obtained in the course of providing or receiving professional services, except where disclosures are made with the consent of the disclosing party.

3. Upon request by the disclosing party, any Confidential Information that has been disclosed, including copies thereof, shall be destroyed or returned to the disclosing party.

4. The Vendor understands that A&M PEPI and each Client reserve the right to deal or not to deal with any persons or entities at any time and to refuse or accept any and all bids, and to cease discussions with any prospective party for any reason. The Vendor and A&M PEPI and each Client agree that no contract or agreement providing for a transaction exists until definitive agreements have been executed by the relevant parties, except for the obligations expressly set forth in this Agreement.

5. Although each Client and A&M PEPI has endeavored to include the Confidential Information known to it which it believes to be relevant for Vendor's purposes, you understand that neither A&M PEPI nor the Clients have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information. Vendor agrees that neither A&M PEPI nor the Clients shall have any liability to Vendor resulting from the use of the Confidential Information.

7. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power of privilege hereunder. This agreement shall be for the benefit of A&M PEPI and each Client (as a third-party beneficiary) and shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof and incorporates the entire understanding of the parties with respect to the subject matter hereof. . The parties agree, to the extent permitted by applicable law, that any Federal Court sitting within the Southern District of New York shall have exclusive jurisdiction over any litigation arising out of this Agreement; to submit to the personal jurisdiction of the Courts of the United States District Court for the Southern District of New York; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of New York for any litigation arising in connection with this Agreement.

8. It is further understood and agreed that money damages alone would not be sufficient remedy for any breach of this agreement by the Vendor and that the disclosing party additionally shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement by the Vendor but shall be in addition to all other remedies available at law or equity to the disclosing party.

AGREED AND ACCEPTED:	**AGREED AND ACCEPTED:**
VENDOR NAME	**ALVAREZ & MARSAL PRIVATE EQUITY PERFORMANCE IMPROVEMENT GROUP, LLC on behalf of itself and each Client**
Name: _____	Name: _____
By: _____	By _____
Title: _____	Title: _____
Date: _____	Date: _____

JOINDER AND ASSUMPTION

TO

ENGAGEMENT LETTER

THIS JOINDER and ASSUMPTION dated as of June __, 2012 to the engagement letter, dated June 12, 2012, between Alvarez & Marsal Private Equity Performance Improvement Group, LLC ("A&M") and Black Diamond Capital Management , L.L.C. ("Client") (the "Agreement"), is made and entered into by the undersigned (the "Participating Portfolio Company"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement.

WHEREAS, A&M has been engaged to provide certain services to the Client and its Participating Portfolio Companies as described in the Agreement;

WHEREAS, the Participating Portfolio Company desires to become a party to the Agreement as a Client;

NOW, THEREFORE, in consideration of becoming a party to the Agreement being entitled to the benefits of the Client under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Portfolio Company hereby agrees as follows:

1. Agreement to be Bound. The undersigned Participating Portfolio Company agrees that it is a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement applicable to the Client and/or Client's Participating Portfolio Companies including all schedules or exhibits thereto, as the same may be amended, modified, supplemented or restated from time to time, and shall be entitled to all of the Client's benefits thereof with respect to the Services to be provided to the undersigned Participating Portfolio Company; except as specifically amended and modified in Section 2 below. Notwithstanding anything to the contrary, upon execution of this Joinder and Assumption by an authorized person of the undersigned Participating Portfolio Company, Black Diamond Capital Management , L.L.C. shall be relieved of all of its financial obligations under the Agreement with respect to the Services to be provided to the undersigned Participating Portfolio Company.

2. Amendment. Solely for the Participating Portfolio Company signing below, Section 5 of the Agreement is amended as follows:

a. The first two sentences of Section 5 are amended to read in their entirety as follows:

"Payment will be made by BDCM to A&M as outlined below.

Following execution of vendor agreements in a given category, BDCM shall pay A&M an amount equal to 50% of its contingency payment (the "First Fee Payment") based on the Projected Annual Savings as outlined in Section 4, which amount shall be paid in arrears in monthly installments equal to the projected monthly savings used to compile the Projected Annual Savings of the Participating Portfolio Company in such category until the First Fee Payment is paid in full. In the event the Projected Annual Savings for a category has not been compiled monthly such that no monthly savings amount is available, then the First Fee Payment

shall be paid in arrears in equal monthly installments equal to 1/12 of the Projected Annual Savings for such category until the First Fee Payment is paid in full."

b. The remainder of Section 5 remains unmodified and not amended.

3. Successors and Assigns. This Joinder and Assumption shall be binding upon, and shall inure to the benefit of and be enforceable by, the undersigned Participating Portfolio Company and its successors and assigns.

4. Governing Law. This Joinder and Assumption shall be governed by and interpreted in accordance with the laws of the state of New York, without regard to the conflict of laws principles thereof that would defer to the laws of another jurisdiction or the actual domiciles of the parties hereto.

IN WITNESS WHEREOF, the undersigned Participating Portfolio Company has executed this Joinder and Assumption as of the date written below.

Dated as of 7/2/12

Participating Portfolio Company: Oreck Corporation

By: _____

Name: John G. Arena

Title: VP-GC + Secretary

ALVAREZ & MARSAL

600 Lexington Avenue, 6th Floor, New York, NY 10022
Phone: 212.759.4433 Fax: 212.759.6302
www.alvarezandmarsal.com

June 14, 2012

Russ Spieler
Director - Private Equity
Black Diamond Capital Management, L.L.C.
One Sound Shore Drive, Suite 200
Greenwich, Connecticut 06830

Dear Mr. Spieler,

This Statement of Work documents certain terms of understanding between Alvarez & Marsal Private Equity Performance Improvement Group, LLC ("A&M") and Black Diamond Capital Management, L.L.C. ("BDCM" or "Client") with respect to a BDCM Leveraged Sourcing Program (the "Project").

A&M will provide certain services to BDCM and its participating portfolio companies, as set forth on Exhibit 1 (collectively, the "Participating Companies" and each individually a "Participating Company") as described in this Statement of Work in connection with the Project ("Services"). These Services shall be provided under the provisions of this Statement of Work and our Standard Business Terms, including any appendices, schedules and/or attachments which, together, describe our understanding with respect to the Services (collectively, the "Agreement").

A&M will work with BDCM to develop a letter outlining the services to be rendered, expectations of participation, sign-off periods, and calculation of and reimbursement of fees to BDCM for payments made to A&M in connection with this engagement and assist BDCM in ensuring each Participating Company sign this document prior to RFP's being created.

This Agreement outlines roles and responsibilities for A&M, BDCM and its Participating Companies throughout the Project. The Agreement also establishes the compensation terms that will exist between A&M and BDCM for the Services being provided by A&M as part of the Project.

A&M agrees that BDCM shall have the right, subsequent to the execution of this Agreement by A&M and BDCM but prior to the final execution and delivery of the Joinders and Assumptions to this Agreement (individually and collectively, the "Joinder Agreements") by at least 10 Participating Companies ("Required Participation"), without liability for payment of any fees or expenses to A&M or any other liability hereunder, as of July 30, 2012, if the Required Participation threshold has not been reached as of such date.

1. Program Background

The Project involves A&M supporting BDCM and its Participating Companies in executing sourcing events for the categories listed in Exhibit 2.

For the categories listed in Exhibit 2, A&M will conduct a Leveraged Sourcing Program across the portfolio. The goal for these categories will be to drive annualized savings while maintaining or improving current quality and service levels. For categories listed in Exhibit 2, the A&M team will develop sourcing strategies, identify potential vendors, develop bid packages, drive the negotiation process to select vendors and complete new agreement terms and conditions.

2. **Project Scope, Approach, and Responsibilities**

Scope: A&M will facilitate and manage the Project on behalf of BDCM, as described in this Agreement and will be responsible for leading the sourcing process for categories listed in Exhibit 2.

Approach: In good faith, A&M will work with BDCM to complete the following activities and major milestones in a timely fashion.

For categories listed in Exhibit 2, A&M will complete the end-to-end sourcing activities (described below) to drive annualized savings. The sourcing process itself will be comprised of four main stages: RFP Preparation (4-6 weeks, dependent on timing of stakeholder data submissions); RFP issuance and grading (4 weeks); negotiation completion (3-4 weeks, dependent on timing of stakeholder decision making); and master contract and implementation preparation (3-4 weeks).

The key activities include:

- **Category Kick-Off Meetings:** For each category listed in Exhibit 2, a kick-off meeting will occur with relevant stakeholders to provide an overview on the sourcing approach, go through the detailed data request, and review key milestones for the selected categories.

- **Establish baselines:** For each category listed in Exhibit 2, a set of baselines will be jointly established to compare and determine potential savings opportunities taking into account equivalent levels of service and quality.

- **Category Bid Package:** For each category listed in Exhibit 2, A&M will prepare bid packages to solicit proposals from targeted vendors (the "Targeted Vendors"). As part of this process, Participating Company Stakeholders will be required to review and approve ***in writing*** the volume commitments and requirements in the bid package. In addition, A&M will provide confidential information to Targeted Vendors. Confidential information will include the approved volume commitment, requirements and such other information that will be included in the bid package. A&M will distribute to the Targeted Vendors and execute on behalf of the Participating Companies a standard confidentiality agreement. The standard confidentiality agreement is included as part of Exhibit 3. Such standard confidentiality agreement shall not be executed by A&M on behalf of any Participating Company until BDCM or such Participating Company has had the opportunity to review such agreement and agree to the signing thereof. The Participating Companies will be responsible for any necessary legal services and for promptly reviewing and negotiating the legal provisions of the confidentiality agreements that they may deem necessary. The parties acknowledge and agree that A&M is not responsible for any breaches of the confidentiality agreement by the Targeted Vendors; provided that A&M conforms to the foregoing procedure.

- **Vendor Negotiations:** For each category listed in Exhibit 2, A&M, together with selected representation of the Participating Companies, will lead the negotiations of pricing and business terms between Participating Companies and the vendors for each participating category. BDCM and Participating Company stakeholders will be provided with analysis on competing business terms and must provide prompt feedback and needed assistance during the negotiation process. Vendor negotiations will focus on price together with quality and service in qualifying potential vendors.

- **Vendor Agreements:** For each category listed in Exhibit 2, A&M will work with Targeted Vendors to establish common pricing and business contract terms. Based on those common business terms, each Participating Company will review and sign an agreement directly with the chosen vendor. All vendor agreements shall be in writing. A&M will have no liability with respect to any vendor agreements or confidentiality agreements to which it is not a party.

- **Savings Tracking:** A&M will work with BDCM and the Participating Company stakeholders and chosen vendors for each category to establish Key Performance Indicators ("KPIs") that will facilitate supplier compliance and enable BDCM and the Participating Companies to track and report program savings. BDCM and Participating Company stakeholders and the vendors will be responsible for executing day-to-day reporting and tracking requirements, after the Services have been completed.

A&M, BDCM and Participating Company Responsibilities: To support the above process, A&M and BDCM, commit in good faith to fulfill the following responsibilities in a timely fashion:

a. A&M and the BDCM project leadership team will identify participants from each Participating Company to assist with the sourcing process.
    i. A&M anticipates working with individuals from BDCM and the Participating Companies
    ii. A&M will consult with these individuals, as necessary, throughout the Project to make sure BDCM's and the Participating Companies requirements are being met.
    iii. BDCM and Participating Companies sourcing participants' activities will include but are not limited to the following: gathering data, validating spend cube, providing information on specific requirements, providing information around current and previous vendor relationships reviewing and approving baselines, reviewing and approving commitments to bid packages, reviewing potential negotiated savings and providing recommendations on behalf of the Participating Company, and reviewing, agreeing to and signing vendor agreements.
b. A&M will lead and conduct category kick-off meetings for each participating category listed in Exhibit 2 and the Participating Company Stakeholders will commit to attending such meetings.
c. A&M will outline data collection requirements and provide them to the Participating Company Stakeholders. The data may consist of the following: line item purchase data, contracts, historical relationship information, and rep contact information. BDCM will commit to assisting A&M in retrieving and validating required data.
d. A&M, BDCM, and the Participating Companies will make an assessment for each sourcing category listed in Exhibit 2 prior to the distribution of any RFP's to understand if any Participating Company has business constraints that would preclude it from participating in the RFP (any such Participating Companies shall be referred to as "Excluded Company" for that specific category or categories). A&M will confirm the list of Excluded Companies with BDCM.
e. A&M will work with the Participating Company stakeholders and BDCM to establish a mutually agreed upon baseline, ***to be approved in writing***, for each sourcing category listed in Exhibit 2.
f. A&M will create and review bid packages with the Participating Company stakeholders to ensure to the best of A&M's knowledge that the spend volume and requirements are correct. A&M may use an eSourcing tool to facilitate the RFP process.
g. A&M will review and gather input from the Participating Company stakeholders on the Targeted Vendors for each sourcing category.

g. A&M will support the business negotiations with the Targeted Vendors. Participating Company stakeholders will provide A&M timely feedback and needed assistance on proposal offers.
h. A&M will facilitate attainment of common business terms and conditions applicable to agreements between the Participating Companies and the chosen participating category vendor, but will not provide legal services. The A&M team will then provide on-going business oversight and business compliance to monitor vendor agreements as applicable (initial reviews will be conducted at no charge 6 and 12 months after contract signing for each sourcing category listed in Exhibit 2). The level of ongoing oversight and compliance monitoring beyond 12 months will be dependent on the levels selected by BDCM but is typically $25,000 per review per portfolio.

3. Project Assumptions

The Services, deliverables, fees and delivery schedule for this engagement are based upon the following assumptions, representations, or information supplied by BDCM and/or the Participating Companies.

- BDCM and the Participating Companies will designate competent employee or employees within senior management with the responsibility to make or communicate all management decisions with respect to this engagement.

- BDCM understands that the Services to be performed by A&M may include the development of projections, recommendations, forward-looking statements and other determinations and/or opinions, and that numerous factors beyond the control of A&M can affect the actual results of Participating Company operations, which may materially and adversely differ from those projections, recommendations, forward-looking statements and other determinations and/or opinions. In addition, A&M will be relying on information provided by other Participating Company Stakeholders in the preparation of those projections, recommendations, forward-looking statements and other determinations and/or opinions.

- A&M makes no representation or guarantee that the course of action or business recommendations identified as part of the Services noted above, when implemented, will bring about the expected outcome related to the Services specified above and be acceptable to BDCM, shareholders and any other constituents or that such course of action or business recommendations would be more successful than other possible courses of action or business recommendations that could have been formulated and implemented.

4. Fees Structure

Below are key terms that will be used to determine the savings.

Key terms:

- **Pricing Baselines:** A Pricing Baseline ("Pricing Baseline") will be developed to establish current landed pricing net of any rebates and inclusive of any impact to other items purchased from the vendors, as it relates to each Participating Company for each sourcing category listed in Exhibit determined and agreed to in writing between each Participating Company, A&M, and BDCM.

Pricing Baselines will be established category by category and Participating Company by Participating Company for each sourcing category listed in Exhibit 2. Some methods to establish the baseline include product unit cost, percent discount off market price, percent of specified revenue, and/or percent of gross margin.

The Pricing Baseline established will be used during the vendor negotiations for each sourcing category listed in Exhibit 2 to evaluate pricing during the bid process and determine projected potential savings opportunities for each Participating Company.

- **Projected Annual Spend Baselines:** A Projected Annual Spend Baseline ("Projected Annual Spend") will be established for each Participating Company using current pricing by analyzing the preceding 3-12 months of spend for each sourcing category listed in Exhibit 2 and adjusting that spend level to reflect demand forecasts, market variations, and other considerations, including whether the Participating Company recently renegotiated terms with its existing vendor. The Projected Annual Spend Baseline will be used in the vendor negotiations to communicate potential spend levels and will be used to quantify the potential annual savings from new vendor agreements for each Participating Company for each sourcing category listed in Exhibit 2. The Projected Annual Spend will be established category by category and Participating Company by Participating Company for each sourcing category listed in Exhibit 2 and will be mutually agreed upon in writing between A&M and each Participating Company.

- **Negotiated Pricing:** A&M, working with BDCM and the Participating Companies, will support the business negotiations with Targeted Vendors for each sourcing category listed in Exhibit 2 to establish new negotiated pricing ("Negotiated Pricing") for each sourcing category listed in Exhibit 2. The Negotiated Pricing will establish the new pricing for each sourcing category listed in Exhibit 2 and will be used as the basis to assess potential savings. The Negotiated Pricing will allow A&M to analyze potential savings versus the Pricing Baseline.

- **Savings Period:** A&M, working with BDCM and Participating Companies, will define a Savings Period ("Savings Period") to assess and determine the annual impact of a new vendor agreement. The Savings Period for each sourcing category listed in Exhibit 2 will begin in the first month following an agreed upon transition plan, in which BDCM and the Participating Companies purchase goods or services in such category at the Negotiated Pricing, and will conclude 6 months from that date.

- **Projected Annual Savings:** A Projected Annual Savings ("Projected Annual Savings") for each Participating Company for each sourcing category listed in Exhibit 2 to be determined and agreed to in writing will be determined by applying the new Negotiated Pricing to the Projected Annual Spend and comparing it with the spend level that would have occurred under the current Pricing Baseline for such Participating Company. The Projected Annual Savings will be established category by category and Participating Company by Participating Company for each sourcing category listed in Exhibit 2 and will be mutually agreed upon in writing between A&M and BDCM. When calculating the Projected Annual Savings, any breakage or termination fees due and payable as a result of the termination of a Participating Company's contract with its existing vendor, amortized over the term of the new contract, shall be taken into account.

- **Realized Savings:** A&M and BDCM will promptly after the completion of the Savings Period determine the realized savings for such period for each Participating Company for each sourcing category listed in Exhibit 2 to be determined and agreed to in writing for which the Participating Companies sign vendor agreements. The realized savings for a Participating Company shall be determined by comparing the actual volume at new total landed price, multiplied by 2 at the 6 month point and 1 at the 12 month point, for such Participating Company for the Savings Period to the actual volume at the previously agreed-to baseline total landed price multiplied by 2 at the 6 month point and 1 at the 12 month point, for such Participating Company for the Savings Period. The Realized Savings will be established category by category and Participating Company by Participating Company for each sourcing category listed in Exhibit 2. When calculating the Realized Savings, any breakage or termination fees due and payable as a result of the termination of a Participating Company's contract with its existing vendor, amortized over the term of the new contract, shall be taken into account.

For each participating category listed in Exhibit 2 for which BDCM and/or the Participating Companies sign(s) a vendor agreement, A&M will receive a contingent fee based on the aggregate Realized Savings of all the Participating Companies. It is assumed that, in some instances, BDCM and the Participating Companies will need some period of time to transition from their current agreements to a new agreement for a participating category listed in Exhibit 2. The A&M fee will be equal to 30% of the aggregate Realized Savings.

In terms of calculating A&M's contingent fee, A&M will use the Realized Savings for each participating category listed in Exhibit 2 as the basis for final determination of A&M's contingent fees. However, the timing of invoicing will be determined as set forth below under the subsection of Timing of Fees.

5. Timing of Fees

Payment will be made by BDCM to A&M as outlined below.

Upon execution of vendor agreements in a given category, BDCM shall pay A&M an amount equal to 50% of its contingency payment based on the Projected Annual Savings as outlined in Section 4. Approximately six months after execution of vendor agreements in a given category the aggregate Realized Savings of the Participating Companies in a given category shall be determined by A&M and BDCM at that point in time, and BDCM shall pay to A&M the contingency fee earned based on the annualized Realized Savings of all the Participating Companies in such category minus the prior payment, and then divided by 2, by BDCM to A&M with respect to the aggregate Projected Annual Savings in such category. Approximately twelve months after execution of vendor agreements in a given category, the final determination of the aggregate Realized Savings of the Participating Companies in a given category shall be made by A&M and BDCM, and BDCM shall pay to A&M the contingency fee earned based on the annualized Realized Savings of all the Participating Companies in such category minus the prior payments by BDCM to A&M with respect to the aggregate Projected Annual Savings in such category.

Non-Participation Payment: Notwithstanding the foregoing, in the event (i) A&M completes all or substantially all of the work with respect to a particular BDCM portfolio company and its participation and potential savings in a particular category listed in Exhibit 2 (prior to any instruction by BDCM to the effect that such portfolio compar shall not be participating in such category), (ii) the contract reviewed and received from the vendor for

sourcing category listed in Exhibit 2 reflects terms and conditions that meet or exceed the Participating Companies previously documented, (iii) the Projected Annual Savings with respect to such BDCM portfolio company's participation in such category equals or exceeds $50,000 (taking into account any applicable termination or breakage fees or any other restraints on termination of the existing contract), (iv) such BDCM portfolio company fails to participate in such category (including by not executing the applicable vendor agreement(s)), and (v) the company is not an Excluded Company, then, in lieu of any contingent fee that would have been payable by BDCM with respect to such BDCM portfolio company's participation in such category as described above, BDCM shall pay A&M a fee equal to 30% of the Projected Annual Savings with respect to such BDCM portfolio company's participation in such category, payable at the time of execution of the vendor agreement(s) in such category.

A&M and BDCM may amend this agreement, which must be agreed upon in writing, to provide for, among other things, a different schedule for the timing of contingent fee payments during the Savings Period for each sourcing category listed in Exhibit 2.

There shall be no fee payable hereunder based on savings in periods after the Savings Period. The contingent fee set forth herein covers all vendor agreements executed during this Project related to the Participating Companies in the participating categories listed in Exhibit 2. To the extent this Agreement is terminated by BDCM without Cause, the contingent fee set forth herein is payable only to the extent information generated by A&M during this Project is primarily responsible for or primarily the basis of the execution of new vendor agreements by BDCM and/or the Participating Companies for participating categories listed in Exhibit 2 (to the extent such vendor agreements are executed within 12 months of the termination of this Agreement); provided that any such fee shall be reduced by the amount of any fees previously paid.

A&M will bill for reasonable direct out-of-pocket expenses incurred in connection with its services hereunder at the actual amounts incurred; provided that A&M shall not incur more than $20,000 in such expenses without the prior written consent of BDCM. These expenses will include but not be limited to coach airfare and ground transportation, lodging and meals. Invoices are due upon presentation. Should any invoice remain unpaid for more than 30 days after the date thereof, interest shall be paid at the lesser of a rate of 8% per annum or the maximum amount permissible under law per month. Any taxes, interest or penalties related to or arising out of this Agreement other than those based upon or measured by A&M's net income shall be BDCM's responsibility.
In the case of a dispute to enforce the obligation to pay fees and expenses under this Agreement, the prevailing party in such dispute shall be reimbursed by the non-prevailing party for the reasonable fees and expenses of its counsel incurred in connection with such dispute.

6. **Fees Upon Termination**

In the event this Agreement is terminated prior to the expiration of the Term, the following shall apply:

In the event the Agreement is terminated by BDCM without Cause,

(1) Within 30 days of such termination, A&M shall submit an invoice and receive within 45 days (a) all accrued but eligible unreimbursed expenses and (b) the remaining payment due in the Non-Participation Payment subsection of Section 5, if any, or, if vendor agreements have not yet been signed by the vendor for a particular category, a blended rate of $450 per hour multiplied by the actual hours spent on such engagement until the termination date, details of which would be provided at time of termination, and not to exceed the original time and materials proposed fee of $137,500 per category unless otherwise agreed to in writing by BDCM.

In the event the Agreement is terminated by BDCM with Cause or by A&M,

(1) A&M shall be entitled to retain and receive only those fees paid or due to A&M on or prior to the date of termination. A&M shall not be entitled to any fees first due following the date of such termination.

(2) All accrued but eligible unreimbursed expenses shall be paid within 45 days of such termination.

"Cause" means a material breach of the terms of this Agreement not remedied within 30 days of the notice of such breach or the performance of a party's obligations hereunder in a manner that is intentional or is grossly negligent.

In either case, A&M will deliver copies of all work product to BDCM as completed, including bid packages sent to vendors, agreements developed with vendors, and any and all related data and analysis.

Notwithstanding the foregoing, BDCM shall have the right to cancel this Agreement without any liability for any fees or expenses due and payable to A&M or any other liability hereunder, as of July 30, 2012, if the Required Participation threshold has not reached as of such date."

7. Change Order Process

During the Project, BDCM may request additions, deletions, or modifications to the scope, nature or timing of the Services described in this Statement of Work ("Changes"). A&M shall have no obligation to commence work in connection with any requested Change involving an increase or decrease in the scope of work until the fee and/or schedule impact of the Change is agreed upon in a written change order signed by both A&M and BDCM. Upon a request for a Change, A&M shall submit a proposal to BDCM describing the Changes (a "Change Order"), including, as applicable, the impact of such Changes on schedule, fees and expenses. BDCM shall either indicate its acceptance of the proposed Changes by signing the Change Order or advise A&M not to perform the Changes, in which event A&M shall proceed with the original Services.

The occurrence of (1) any change in any law, rule or regulation after the execution of this agreement that materially affects the scope, nature or quantity of the Services, (2) any event or transaction that significantly increases or decreases the size and/or nature of the operations of BDCM in a manner that affects the scope, nature or quantity of the Services, or (3) any other event or condition that significantly increases or decreases costs associated with providing the Services shall be considered a Change (provided that a Change shall not include the sale or acquisition of a portfolio company, any addition or deletion of Participating Companies from Exhibit 1 and participation in the program or any particular categories listed in Exhibit 2 once agreed to by the parties, or any other change expressly contemplated herein), and A&M and BDCM shall promptly meet to negotiate an equitable adjustment in the schedule and/or the fees payable to A&M.

8. Project Team

In rendering its services to BDCM, A&M will report directly to the appropriate members of BDCM deemed responsible for the Project, and will make recommendations to and consult with such members as they direct.

Jeff Schlosser, Managing Director, will be responsible for the overall engagement. Mike Simoncic, Senior Director, will lead our efforts on a day-to-day basis. These responsibilities include managing the overall quality of our work

(based on the objectives and scope defined in this letter) and communicating our progress to you. They will be assisted by other A&M personnel. A&M personnel providing services to BDCM may also work with other A&M clients in conjunction with unrelated matters. The team will include the following levels of personnel from Alvarez & Marsal: Manager(s), Senior Associate(s), and Subject Matter Experts ("SMEs"), as applicable.

9. Use of 3rd Party Vendors

In anticipation of the provision of the services, A&M has contracted with Iasta, Inc. ("Iasta") for the use of Iasta's SaaS Application (the "Iasta Services") for the purpose of conducting and facilitating Client's (and other A&M clients') on-demand on-line e-sourcing bidding events, RFXs or related e-sourcing projects ("Projects"). Client hereby consents to the use of the Iasta Services in furtherance of this engagement (which shall include the provision of information to Iasta that is necessary for the use of the Iasta Services, which may include Client confidential information) and understands that, as further set forth in Section 6 of the Standard Business Terms hereto, the Iasta Services shall be deemed to be third party services and A&M shall have no responsibility for the adequacy or sufficiency thereof or for any acts or omissions by Iasta or its agents or representatives. In order to induce Iasta to enter into the agreement for the Iasta Services, A&M is required to indemnify defend and hold harmless Iasta and its officers and directors from and against any and all liability, loss, injury, claims, costs, expenses, damages, attorneys' fees, court costs, litigation expenses and related expenses which may be brought or asserted against Iasta by a third party which arise from any representations or omissions made by A&M during a Project. Client hereby acknowledges and agrees that any claim made by Iasta under the Iasta Services agreement as a direct result of an act or omission of the Client, including but not limited to any such claims made under the aforementioned indemnification provisions to the extent directly resulting from an act or omission of Client shall be deemed to be a third party claim subject to the indemnification and reimbursement provisions set forth in Section 7 of the Standard Business Terms attached hereto

10. No Third Party Beneficiary

BDCM acknowledges that all advice (written or oral) given by A&M to BDCM in connection with this engagement is intended solely for the benefit and use of BDCM (limited to its Board and management) in considering the matters to which this engagement relates. BDCM agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law. Notwithstanding anything to the contrary, all advice (written or oral) given by A&M to BDCM may be provided to the applicable Participating Company, provided, however, the Client agrees that A&M shall have no liability to any Participating company for the Services rendered under this Agreement.

11. No Audit or Duty To Update

BDCM acknowledges that A&M and its personnel are not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body. BDCM also acknowledges that A&M is entitled to rely on the accuracy and validity of the data disclosed or supplied by employees and representatives of BDCM to A&M. A&M and its personnel are under no obligation to update data submitted to them or review any other areas unless specifically requested by BDCM to do so.

12. Not a Public Accounting Firm

A&M employs individuals who are licensed as certified public accountants ("CPAs") who focus on providing independent business advisory services. BDCM understands and acknowledge that A&M is not a public accounting firm or CPA firm and does not issue opinions on financial statements or provide audit or other attestation services. Additionally, A&M has no responsibility related to regulatory requirements, securities laws or accounting principles.

13. Conflicts

A&M is not currently aware of any relationship that would create a conflict of interest with BDCM, the Participating Companies or those parties-in-interest of which you have made us aware. Because A&M is a consulting firm that serves clients on a national basis in numerous cases, both in and out of court, it is possible that A&M may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with BDCM, including creditors of those entities.

We appreciate the opportunity to be of service to you and look forward to working with you on this important Project. You can be assured that it will receive our close attention. Please indicate your agreement to these arrangements by signing and returning to A&M the enclosed copy of this Agreement.

Very truly yours,

Alvarez & Marsal Private Equity Performance Improvement Group, LLC

By: _____ Date: June 14, 2012
Jeffrey Schlosser

Acknowledged and Accepted:

Black Diamond Capital Management, L.L.C.

By: _____ Date: June 20, 2012

Title: _____

Standard Business Terms

These Standard Business Terms ("Terms") shall govern the Services provided by Alvarez & Marsal Private Equity Performance Improvement Group, LLC ("A&M") as set forth in the accompanying Statement of Work executed Black Diamond Capital Management, L.L.C. ("Client") and A&M dated June __, 2012. These Terms, together with the Statement of Work, including any appendices, schedules and/or attachments, constitute the entire understanding and agreement between Client and A&M with respect to the Services described in the Statement of Work ("Agreement"), supersede all prior oral and written communications and may be amended, modified or changed (including changes in scope, nature of the Services or fees as described under Change Order Process in the Statement of Work) only in writing when signed by both parties. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern, except to the extent that a Statement of Work specifically states otherwise with respect to a specific term or condition.

Section 1. Fees, Expenses
Client shall pay A&M the professional fees and the related expenses in accordance with the Statement of Work.

Section 2. Client Responsibilities
(a) Client acknowledges that A&M's delivery of the Services and the fees charged are dependent on Client's timely and effective completion of Client responsibilities. Client represents and warrants to A&M as follows: (1) Client will provide A&M with reliable, accurate and complete information and A&M will be entitled to rely upon the accuracy and completeness of the information provided by Client without any independent investigation or verification thereof by A&M, (2) Client will provide timely decisions and approvals by Client's management, (3) all Client facilities in which A&M personnel may be obligated to work shall comply in all respects with all applicable federal, state and local laws, rules and regulations, (4) if required for the performance of the Services at a Client facility, Client shall provide appropriate work space and other equipment, access to systems and information and support services, (5) if Client's personnel will work with A&M's personnel in connection with the Services, Client will assign Client personnel having skills commensurate with their role with respect to such Services, and (6) Client shall determine the regulatory requirements, tax requirements and securities laws applicable to Client's business and the respective businesses of its portfolio companies and shall define the accounting principles to be applied to each such respective business, and Client shall notify A&M in a timely manner of such requirements, laws and principles, any changes thereto, and the effects of such changes.

(b) A&M shall be entitled to rely on all Client decisions and approvals made independently of this Agreement and/or prior to its execution by the parties. Nothing in this Agreement shall require A&M to evaluate, advise on, modify, or reject such decisions and approvals, except as expressly agreed to in the Statement of Work.

(c) Client acknowledges that Client or its affiliates (1) are the controller(s) of any Client, affiliate, or third party data or databases accessed and/or processed by A&M in the course of performing the Services, including, but not limited to, data relating to individuals (the "Data"), and (2) will be solely responsible to third parties for such Data, including, but not limited to, the individuals to whom the Data relates, if any, and Client and affiliate personnel. Client represents and warrants to A&M that all Data processing and transfers between Client and its affiliates on the one hand and A&M on the other hand have been and will be conducted in full compliance with any laws or regulations applicable to the protection of data. Client further acknowledges that Client and its affiliates are solely responsible for providing A&M with directions and instructions relating to any laws or regulations applicable to the protection of data, upon which directions and instructions A&M will rely exclusively when accessing and processing Data in performing the Services.

(d) Client agrees that it shall be responsible for any delays, additional costs or other liabilities caused by or associated with Client's failure to fulfill any of the Client responsibilities.

Section 3. Confidentiality
With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party as confidential, the recipient agrees to: (1) protect the confidential information in a commercially reasonable manner; (2) use confidential information only to perform its obligations under this Agreement; and (3) reproduce confidential information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (1) publicly known through no breach of this Agreement; (2) already known to the recipient at the time of disclosure; (3) subsequently obtained by the recipient from a third party without breach of any obligation of confidentiality of such third party; (4) independently developed by recipient without reliance upon any of the confidential information; or (5) disclosed pursuant to legal requirements or order. Subject to the foregoing, A&M may disclose Client's confidential information to its subcontractors, affiliates and third party services providers who also sign a similar agreement. Each party may retain, subject to its confidentiality obligations, one (1) copy of the other party's documents or other information (including confidential information) for internal record keeping purposes, but only for that period of time necessary to evidence compliance with this Agreement or other legal requirements.

Section 4. Deliverables
Client may, solely for its internal business purposes, use, copy, distribute internally and modify the spend diagnostic and related opportunities report due pursuant to the Statement of Work (the "Deliverables"). Client shall not, without A&M's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Except as otherwise expressly provided herein, A&M shall retain all right, title and interest in and to: (1) the Deliverables, including but not limited to all patent, copyright, trademark and other intellectual property rights therein; and (2) all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Deliverables or that A&M may develop or supply in connection with this Agreement ("A&M Knowledge"). Subject to the confidentiality restrictions contained in Section 3, A&M may use the Deliverables and A&M Knowledge for any purpose. Upon full and final payment of all fees and expenses owing to A&M under this Agreement, A&M hereby grants to Client an irrevocable exclusive, nontransferable, royalty-free license to use the Deliverables and to create and use derivative works derived from the Deliverables, so long as in doing so Client does not breach any obligation of confidentiality.

Section 5. Acceptance

Client shall accept Deliverables which (1) conform to the requirements of the Statement of Work or (2) where applicable, successfully complete the acceptance test plan described in the Statement of Work. Client will promptly, and in no event more than ten (10) business days after the completion of the applicable Services with respect to any Deliverable ("Acceptance Period") give A&M notification of any non-conformance of the Deliverables with such requirements ("Non-conformance"), and A&M shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. Client shall have the right to test the corrected Deliverables in the same manner as with respect to the original Deliverables. If Client uses the Deliverables before acceptance, modifies the Deliverables without the approval of A&M, unreasonably delays the beginning of acceptance testing, or does not notify A&M of any Non-conformance within the Acceptance period, then the Deliverables shall be considered accepted by Client.

Section 6. Warranty

(a) A&M warrants that the Services shall be performed with reasonable care in a diligent and competent manner. A&M's sole obligation shall be to correct any non-conformance with this warranty, provided that Client gives A&M written notice within thirty (30) days after the Services are performed. A&M does not warrant and is not responsible for any Services to the extent that the Services incorporate work performed substantially by Client or to the extent that the Services involve work that has not been completed and reviewed by A&M.

(b) A&M does not warrant and is not responsible for any third party products or services. Client's sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against A&M.

(c) THIS SECTION 5 IS ALVAREZ & MARSAL PRIVATE EQUITY PERFORMANCE IMPROVEMENT GROUP'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

Section 7. Risk Allocation

(a) A&M's and its affiliates' total liability to the Client relating to this Agreement shall in no event exceed the fees A&M receives hereunder for the portion of the work giving rise to liability except to the extent determined by a court or arbitrator to have resulted from A&M or its affiliates' gross negligence or intentional misconduct, or include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity).

(b)(i) The Client agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others in investigating, preparing or defending any action or claim arising from the services provided by A&M hereunder, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred resulting directly from the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent determined by a court or arbitrator to have resulted from such Indemnified Party's gross negligence or intentional misconduct. The Client also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Client for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses resulted directly from such Indemnified Party's gross negligence or intentional misconduct. The Client further agrees that it will be obligated to obtain the consent of an Indemnified Party prior to agreeing to any release of such Indemnified Party in connection with the settlement of any litigation in respect of which such Indemnified Party is entitled to indemnification here under if such release or settlement imposes conditions, undertakings and/or obligations on any of the Indemnified Parties (b)(ii) These Indemnification provisions shall be in addition to any liability which the Client may otherwise have to the Indemnified Parties

(b)(iii) Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

(c) A&M agrees to indemnify and hold harmless each of Client and the Participating Companies and their respective affiliates, shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "A&M Indemnified Party" and collectively, the "A&M Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others (based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any A&M Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, resulting directly from (i) bodily injury or death of any person or damage to real and/or tangible personal property incurred while A&M is performing the Services and to the extent caused by the negligent or willful acts or omissions or (ii) any gross negligent or intentional misconduct of A&M personnel or agents in performing the Services as determined by a court or arbitrator.

(c)(i) Client acknowledges that in connection with any Services provided by A&M under the Agreement, A&M may, at A&M's sole discretion, utilize the services of affiliates and third party service providers within and without the United States to perform or assist in performing certain procedures. Client hereby consents to A&M's use of such affiliates and third party service providers. However, A&M shall be responsible for all of the Services and obligations of A&M under the Agreement whether or not performed, in whole or part, by A&M, any affiliate of A&M or any subcontractor. Client agrees that no A&M affiliate, subcontractor, nor their respective partners, principals or employees who perform work under this Agreement will have any liability to Client in connection with the Services or this Agreement.

(c)(ii) The provisions of this Section 7 are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, whether of Client, A&M, or others, tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of the damage or loss asserted, to the extent not contrary to applicable law.

(d) Any claim for indemnification under this Agreement must be brought within twelve (12) months after the cause of action arises or twelve (12) months after the Indemnified Party is named a party in a third party cause of action.

Section 8. Personnel

(a) While A&M shall attempt to comply with Client's request for specific individuals, A&M shall be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services.

(b) The Client agrees that, until eighteen (18) months subsequent to date hereof, it will not (i) hire or otherwise engage to perform services any employee of A&M or its affiliates who worked on this engagement while such individual is employed by A&M or its affiliates ("Solicited Person") without prior written approval from A&M or (ii) refer any Solicited Person for employment or other engagement by any parent, subsidiary and/or affiliate. Should the Client breach this Section 8(b), A&M shall be entitled to a fee from the party extending such offer equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement. Notwithstanding the forgoing, except with respect to Jeffrey Schlosser and Michael Simoncic, the Client and its subsidiaries and affiliates shall not be restricted from speaking with, hiring or engaging any employee of A&M or its affiliates that responds to a general solicitation (in whatever form, including on-line job boards) not specifically directed at such person, and shall not be obligated to pay any fee to A&M with respect to such a hiring or engagement..

Section 9. Termination

(a) This Agreement may be terminated at any time by either party upon fifteen (15) days written notice to the other.
(b) Client shall pay A&M for all Services rendered and expenses incurred as of the date of termination, and to the extent that termination is without Cause, shall reimburse A&M for all reasonable costs associated with any termination.
(c) Except for matters related to confidentiality or intellectual property rights, the parties shall first attempt to resolve any dispute or alleged breach internally by escalating it through management and, prior to pursuing litigation, use a mutually acceptable alternative dispute resolution process.

Section 10. General

(a) Neither party shall use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent. Notwithstanding anything herein to the contrary and upon Client's prior consent, A&M may reference or list Client's name and/or a general description of the Services/Project. Client also agrees that upon reasonable prior notice from A&M, Client will be willing to provide a reference for A&M (e.g. in the form of analyst telephone calls, client telephone calls, presentations, and the like).
(b) Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
(c) This Agreement may not be assigned or otherwise transferred without the prior express written consent of the other party. A&M may use subcontractors to provide Services.
(d) Any notices given pursuant to this Agreement shall be in writing, delivered to the address set forth in the Statement of Work, and shall be considered given when received.
(e) No term of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.
(f) If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
(g) This Agreement does not make either party an agent or legal representative of the other party, and does not create a partnership or joint venture. Both parties are independent contractors and principals for their own accounts.
(h) Sections 3 through 9 of these Terms shall survive the expiration or termination of this Agreement.
(i) The laws of the State of New York (without regard to the principles of conflicts of laws) shall govern this Agreement. Each party consents and submits to the personal jurisdiction of and exclusive venue in any court of competent jurisdiction in New York County, New York, or the United States District Court for the Southern District of New York.
(j) Client acknowledges that: (i) A&M and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) A&M shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond A&M's reasonable control.

Acknowledged and Accepted:

Black Diamond Capital Management, L.L.C.

By: _____

Title: _____

Date: 6/20/12

For Alvarez & Marsal Private Equity Performance Improvement Group, LLC:

By: _____

Title: Managing Director

Date: June 20, 2012

Exhibit 1

Participating Companies

1. Ames / Axia Holdings
2. Arclin
3. Colorspot
4. Constar
5. Foamex
6. Hines
7. Insight Health
8. International Wire
9. Ion Media
10. Kolmar
11. Oreck
12. PTC Alliance
13. Running Aces
14. SunWorld
15. United Subcontractors
16. ViaSystems
17. Werner Ladder

Exhibit 2

Sourcing Categories for Wave 1 – May be amended post diagnostic review by A&M with discussion by A&M, BDCM, and the Participating Companies

- Small Parcel
- Corrugate
- IT Hardware
- Telecom - Wireless
- Office Supplies
- Labels
- Pallets
- Travel

Exhibit 3

BDCM Leveraged Sourcing Program
Standard Non-Disclosure Agreement

In consideration of Alvarez & Marsal Private Equity Performance Improvement Group, LLC (hereinafter referred to as "A&M PEPI") and its Clients that are listed in Exhibit 1 (the "Clients") disclosing to _____ ("Vendor") confidential information of the Clients ("Confidential Information"), and of Vendor disclosing to A&M PEPI confidential information of Vendor for use in connection with A&M PEPI performing professional services for the Clients, the parties agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean all information and data in any form received by the Vendor from A&M PEPI or a Client with reference to the request for proposal or bid package used to solicit proposals and which has either been marked "Confidential" or which would be understood to be confidential by a reasonable person. Information and data shall not be deemed to be Confidential Information, and the Vendor shall have no obligation to treat such information and data as Confidential Information, if such information and data:

    - Was known by the Vendor at the time of such disclosure; or
    - Was known to the public at the time of such disclosure or becomes known to the public subsequent to such disclosure other than through a breach of any legal or contractual confidentiality obligations owed to the disclosing party; or
    - Is disclosed lawfully to the Vendor by a third party having no duty to Clients subsequent to such disclosure; or
    - Is approved in writing by A&M PEPI or a Client for disclosure by the Vendor; or
    - Is required by law to be disclosed by the Vendor provided that the Vendor gives the disclosing party prior written notice of such required disclosure and that the Vendor discloses only that portion of the Confidential Information which is legally required and exercises best efforts to obtain a protective order or other reliable assurance that the Confidential Information will be accorded confidential treatment.

2. The Vendor shall not disclose any Confidential Information obtained in the course of providing or receiving professional services, except where disclosures are made with the consent of the disclosing party.

3. Upon request by the disclosing party, any Confidential Information that has been disclosed, including copies thereof, shall be destroyed or returned to the disclosing party.

4. The Vendor understands that A&M PEPI and each Client reserve the right to deal or not to deal with any persons or entities at any time and to refuse or accept any and all bids, and to cease discussions with any prospective party for any reason. The Vendor and A&M PEPI and each Client agree that no contract or agreement providing for a transaction exists until definitive agreements have been executed by the relevant parties, except for the obligations expressly set forth in this Agreement.

5. Although each Client and A&M PEPI has endeavored to include the Confidential Information known to it which it believes to be relevant for Vendor's purposes, you understand that neither A&M PEPI nor the Clients have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information. Vendor agrees that neither A&M PEPI nor the Clients shall have any liability to Vendor resulting from the use of the Confidential Information.

7. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power of privilege hereunder. This agreement shall be for the benefit of A&M PEPI and each Client (as a third-party beneficiary) and shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof and incorporates the entire understanding of the parties with respect to the subject matter hereof. The parties agree, to the extent permitted by applicable law, that any Federal Court sitting within the Southern District of New York shall have exclusive jurisdiction over any litigation arising out of this Agreement; to submit to the personal jurisdiction of the Courts of the United States District Court for the Southern District of New York; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of New York for any litigation arising in connection with this Agreement.

8. It is further understood and agreed that money damages alone would not be sufficient remedy for any breach of this agreement by the Vendor and that the disclosing party additionally shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement by the Vendor but shall be in addition to all other remedies available at law or equity to the disclosing party.

AGREED AND ACCEPTED:	**AGREED AND ACCEPTED:**
VENDOR NAME	**ALVAREZ & MARSAL PRIVATE EQUITY PERFORMANCE IMPROVEMENT GROUP, LLC on behalf of itself and each Client**
Name: _____	Name: _____
By: _____	By _____
Title: _____	Title: _____
Date: _____	Date: _____

ALVAREZ & MARSAL

600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: (212) 759-4433
Fax: (212) 759-5532
www.alvarezandmarsal.com

Date: XX/XX/2013

Oreck
Candi Mauffray
Director Procurement
1400 Salem Rd
Cookeville, TN 38506

Dear Ms. Mauffray,

Attached is A&M's first invoice for professional services rendered in connection with the Black Diamond Sourcing Program and our support on the Small Parcel and Corrugate categories.

As outlined in our agreement, A&M's compensation is 30% of the first year's Actual Realized Savings ("Contingency Fee"). A&M will complete a final "true-up" at the 12 month mark to determine Actual Realized Savings. A&M will bill the Contingency Fee in twelve separate invoices. The first eleven monthly invoices of the Contingency Fee is 1.25% (15% / 12 Total Invoices) of Projected Annual Savings, previously approved by your signature on the Office Supplies & Travel Savings Sign Offs dated December 7th, 2012. The final invoice of the Contingency Fee will be the 1.25% Contingency Fee in addition to the 15% of Actual Realized Savings at the 12 month mark.

Given the time required for transition to new supplier(s) and agreements, the Savings Year for the Corrugate & Small Parcel category will begin from 5/1/2013 to 4/30/2014, subject to change. We will complete the 6 month "true-up" in September 2013 and the full year "true-up" in May 2014.

Please do not hesitate to contact me with any questions or concerns. We very much appreciate the opportunity you have given us to serve you on this engagement.

Yours sincerely,

Michael Simoncic

Mike Simoncic

ALVAREZ & MARSAL

600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: (212) 759-4433
Fax: (212) 759-5532
www.alvarezandmarsal.com

Spend, Savings and Invoice Schedule Overview

Spend and Savings

Small Parcel Total Projected Annual Spend:	$2,375,000 (50% decline from $4.75M)
Small Parcel Projected First Year Savings ($) for A&M Fee Calculation:	$578,182
Small Parcel Projected Savings (%):	24.3%

Note: Small Parcel savings reflects 50% decline in volume from baseline. Savings for the A&M fee calculation incorporate the UPS Sure Post proposal into the baseline so projected savings are only incremental savings with FedEx Smart Post.

Corrugate Total Projected Annual Spend:	$1,382,031
Corrugate Projected First Year Savings ($):	$177,681
Corrugate Projected Savings (%):	12.9%

Total Projected First Year Savings for A&M Fees:	$755,863.85
A&M Fees (30% of Annual Savings):	$226,758.85
Billing Installments (50% of A&M Fee paid monthly):	$9,448.29
T&E Expenses (100% on First Invoice):	$2,267.59

Invoice Schedule

Invoice:	Due Date:	Amount:
Invoice No. 1:	Upon Receipt	$11,715.87
Invoice No. 2:	5/15/2013	$9,448.29
Invoice No. 3:	6/15/2013	$9,448.29
Invoice No. 4:	7/15/2013	$9,448.29
Invoice No. 5:	8/15/2013	$9,448.29
Invoice No. 6:	9/15/2013	$9,448.29
Invoice No. 7:	10/15/2013	$9,448.29
Invoice No. 8:	11/15/2013	$9,448.29
Invoice No. 9:	12/15/2013	$9,448.29
Invoice No. 10:	1/15/2014	$9,448.29
Invoice No. 11:	2/15/2014	$9,448.29
Invoice No. 12:	3/15/2014	TBD Based on True-Up

12 Month True-Up Period: May, 2014

ALVAREZ & MARSAL

600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: (212) 759-4433
Fax: (212) 759-5532
www.alvarezandmarsal.com

Invoice Number: 87967 – ORECK – SPCR – 1

Date: 2/1/2013

Oreck
Candi Mauffray
Director Procurement
1400 Salem Rd
Cookeville, TN 38506

INVOICE

SPECIAL SERVICES RENDERED
By Alvarez & Marsal Private Equity Performance Improvement Group, LLC

FIRST INSTALLMENT:	Small Parcel & Corrugate	$9,448.29 (USD)
T&E Expenses:		$2,267.59
TOTAL DUE:		**$11,715.87 (USD)**

Please ensure to mention invoice number noted above (87967 – ORECK – SPCR – 1) when submitting payment.

Terms: Payable upon Receipt.
Invoice currency is US-American Dollars.

Wire Instructions:

Bank:	J.P. Morgan Chase
ABA:	021000021
Account Holder:	Alvarez & Marsal Private Equity Performance Improvement Group
Account Number:	790 342 562

Mailing Instructions:
Alvarez & Marsal
Attn. Liz Carrington
600 Madison Avenue, 8th Floor
New York, NY 10022

ALVAREZ & MARSAL

600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: (212) 759-4433
Fax: (212) 759-5532
www.alvarezandmarsal.com

Date: 2/4/2013

Oreck
Candi Mauffray
Director Procurement
1400 Salem Rd
Cookeville, TN 38506

Dear Ms. Mauffray,

Attached is A&M's first invoice for professional services rendered in connection with the Black Diamond Sourcing Program and our support on the Office Supplies and Travel Services categories.

As outlined in our agreement, A&M's compensation is 30% of the first year's Actual Realized Savings ("Contingency Fee"). A&M will complete a final "true-up" at the 12 month mark to determine Actual Realized Savings. A&M will bill the Contingency Fee in twelve separate invoices. The first eleven monthly invoices of the Contingency Fee is 1.25% (15% / 12 Total Invoices) of Projected Annual Savings, previously approved by your signature on the Office Supplies & Travel Savings Sign Offs dated December 7th, 2012. The final invoice of the Contingency Fee will be the 1.25% Contingency Fee in addition to the 15% of Actual Realized Savings at the 12 month mark.

For the Office Supplies and Travel Services Category, this invoice follows Black Diamond Capital Management's signing of new agreements with Staples and Carlson Wagonlit completed on 2/7/2013. Your agreement joinders with Staples and Carlson Wagonlit have been provided and are pending your execution.

Given the time required for transition to new supplier(s) and agreements, the Savings Year for the Office Supply and Travel Services category will be from 3/1/2013 to 2/28/2014. We will complete the full year "true-up" in March 2014. Actual timing for Travel Services may vary depending upon the ramp-up of the portfolio and the measurement period.

Enclosed is the Invoice Support Summary that provides information to support the savings.

Please do not hesitate to contact me with any questions or concerns. We very much appreciate the opportunity you have given us to serve you on this engagement.

Yours sincerely,

Michael Simoncic

Mike Simoncic

ALVAREZ & MARSAL

600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: (212) 759-4433
Fax: (212) 759-5532
www.alvarezandmarsal.com

Spend, Savings and Invoice Schedule Overview

Spend and Savings

Office Supplies Total Projected Annual Spend:	$338,938.73
Office Supplies Projected First Year Savings ($):	$96,197.52
Office Supplies Projected Savings (%):	28.38%
Travel Services Total Projected Annual Spend:	$729,987.49
Travel Services Projected First Year Savings ($):	$110,826.35
Travel Services Projected Savings (%):	15.18%
A&M Fees (30% of Annual Savings):	$62,107.16
Billing Installments (50% of A&M Fee paid monthly):	$31,053.58
T&E Expenses:	$1,082.34

Invoice Schedule

Invoice:	Due Date:	Amount:
Invoice No. 1:	Upon Receipt	$3,670.14
Invoice No. 2:	5/15/2013	$2,587.80
Invoice No. 3:	6/15/2013	$2,587.80
Invoice No. 4:	7/15/2013	$2,587.80
Invoice No. 5:	8/15/2013	$2,587.80
Invoice No. 6:	9/15/2013	$2,587.80
Invoice No. 7:	10/15/2013	$2,587.80
Invoice No. 8:	11/15/2013	$2,587.80
Invoice No. 9:	12/15/2013	$2,587.80
Invoice No. 10:	1/15/2014	$2,587.80
Invoice No. 11:	2/15/2014	$2,587.80
Invoice No. 12:	3/15/2014	TBD Based on True-Up

12 Month True-Up Period: March, 2014

ALVAREZ & MARSAL

600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: (212) 759-4433
Fax: (212) 759-5532
www.alvarezandmarsal.com

Invoice Number: 87967 – ORECK – OFTR – 1

Date: 2/4/2013

Oreck
Candi Mauffray
Director Procurement
1400 Salem Rd
Cookeville, TN 38506

INVOICE

SPECIAL SERVICES RENDERED
By Alvarez & Marsal Private Equity Performance Improvement Group, LLC

FIRST INSTALLMENT:	Office Supplies & Travel Services	$2,587.80 (USD)
T&E Expenses:		$1,082.34
TOTAL DUE:		**$3,670.14 (USD)**

Please ensure to mention invoice number noted above (87967 – ORECK – OFTR – 1) when submitting payment.

Terms: Payable upon Receipt.
Invoice currency is US-American Dollars.

Wire Instructions:

Bank:	J.P. Morgan Chase
ABA:	021000021
Account Holder:	Alvarez & Marsal Private Equity Performance Improvement Group
Account Number:	790 342 562

Mailing Instructions:
Alvarez & Marsal
Attn. Liz Carrington
600 Madison Avenue, 8th Floor
New York, NY 10022

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Fax: (212) 759-5532
www.alvarezandmarsal.com

Date: 4/8/2013

Oreck
Candi Mauffray
Director Procurement
1400 Salem Rd
Cookeville, TN 38506

Dear Ms. Mauffray,

Attached is A&M's **third** invoice for professional services rendered in connection with the Black Diamond Sourcing Program and our support on the **Office Supplies** and **Travel Services** categories.

As outlined in our agreement, A&M's compensation is 30% of the first year's Actual Realized Savings ("Contingency Fee"). A&M will complete a final "true-up" at the 12 month mark to determine Actual Realized Savings. A&M will bill the Contingency Fee in twelve separate invoices. The first eleven monthly invoices of the Contingency Fee is 1.25% (15% / 12 Total Invoices) of Projected Annual Savings, previously approved by your signature on the Office Supplies & Travel Savings Sign Offs dated December 7th, 2012. The final invoice of the Contingency Fee will be the 1.25% Contingency Fee in addition to the 15% of Actual Realized Savings at the 12 month mark.

For the Office Supplies and Travel Services Category, this invoice follows Black Diamond Capital Management's signing of new agreements with Staples and Carlson Wagonlit completed on 2/7/2013. Your agreement joinders with Staples and Carlson Wagonlit have been provided and are pending your execution.

Given the time required for transition to new supplier(s) and agreements, the Savings Year for the Office Supply and Travel Services category will be from 3/1/2013 to 2/28/2014. We will complete the full year "true-up" in March 2014. Actual timing for Travel Services may vary depending upon the ramp-up of the portfolio and the measurement period.

Please do not hesitate to contact me with any questions or concerns. We very much appreciate the opportunity you have given us to serve you on this engagement.

Yours sincerely,

Michael Simoncic

Mike Simoncic

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Spend, Savings and Invoice Schedule Overview

Spend and Savings

Office Supplies Total Projected Annual Spend:	$338,938.73
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Travel Services Projected Savings (%):	15.18%
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T&E Expenses:	$1,082.34

Invoice Schedule

Invoice:	Due Date:	Amount:
Invoice No. 1:	Upon Receipt	$3,670.14
Invoice No. 2:	4/15/2013	$2,587.80
Invoice No. 3:	5/15/2013	$2,587.80
Invoice No. 4:	6/15/2013	$2,587.80
Invoice No. 5:	7/15/2013	$2,587.80
Invoice No. 6:	8/15/2013	$2,587.80
Invoice No. 7:	9/15/2013	$2,587.80
Invoice No. 8:	10/15/2013	$2,587.80
Invoice No. 9:	11/15/2013	$2,587.80
Invoice No. 10:	12/15/2013	$2,587.80
Invoice No. 11:	1/15/2014	$2,587.80
Invoice No. 12:	2/15/2014	$2,587.80
Invoice No. 13:	3/15/2014	TBD Based on True-Up

12 Month True-Up Period: March, 2014

ALVAREZ & MARSAL

600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: (212) 759-4433
Fax: (212) 759-5532
www.alvarezandmarsal.com

Invoice Number: 87967 – ORECK – OFTR – 3

Date: 4/8/2013

Oreck
Candi Mauffray
Director Procurement
1400 Salem Rd
Cookeville, TN 38506

INVOICE

SPECIAL SERVICES RENDERED
By Alvarez & Marsal Private Equity Performance Improvement Group, LLC

FIRST INSTALLMENT:	Office Supplies & Travel Services	$2,587.80 (USD)
T&E Expenses:		$0.00
TOTAL DUE:		**$2,587.80 (USD)**

Please ensure to mention invoice number noted above (87967 – ORECK – OFTR – 3) when submitting payment.

Terms: Payable upon Receipt.
Invoice currency is US-American Dollars.

Wire Instructions:

Bank:	J.P. Morgan Chase
ABA:	021000021
Account Holder:	Alvarez & Marsal Private Equity Performance Improvement Group
Account Number:	790 342 562

Mailing Instructions:
Alvarez & Marsal
Attn. Liz Carrington
600 Madison Avenue, 8th Floor
New York, NY 10022

ALVAREZ & MARSAL

600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: (212) 759-4433
Fax: (212) 759-5532
www.alvarezandmarsal.com

Date: 3/5/2013

Oreck
Candi Mauffray
Director Procurement
1400 Salem Rd
Cookeville, TN 38506

Dear Ms. Mauffray,

Attached is A&M's **second** invoice for professional services rendered in connection with the Black Diamond Sourcing Program and our support on the **Office Supplies** and **Travel Services** categories.

As outlined in our agreement, A&M's compensation is 30% of the first year's Actual Realized Savings ("Contingency Fee"). A&M will complete a final "true-up" at the 12 month mark to determine Actual Realized Savings. A&M will bill the Contingency Fee in twelve separate invoices. The first eleven monthly invoices of the Contingency Fee is 1.25% (15% / 12 Total Invoices) of Projected Annual Savings, previously approved by your signature on the Office Supplies & Travel Savings Sign Offs dated December 7th, 2012. The final invoice of the Contingency Fee will be the 1.25% Contingency Fee in addition to the 15% of Actual Realized Savings at the 12 month mark.

For the Office Supplies and Travel Services Category, this invoice follows Black Diamond Capital Management's signing of new agreements with Staples and Carlson Wagonlit completed on 2/7/2013. Your agreement joinders with Staples and Carlson Wagonlit have been provided and are pending your execution.

Given the time required for transition to new supplier(s) and agreements, the Savings Year for the Office Supply and Travel Services category will be from 3/1/2013 to 2/28/2014. We will complete the full year "true-up" in March 2014. Actual timing for Travel Services may vary depending upon the ramp-up of the portfolio and the measurement period.

Please do not hesitate to contact me with any questions or concerns. We very much appreciate the opportunity you have given us to serve you on this engagement.

Yours sincerely,

Michael Simoncic

Mike Simoncic

ALVAREZ & MARSAL

600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: (212) 759-4433
Fax: (212) 759-5532
www.alvarezandmarsal.com

Spend, Savings and Invoice Schedule Overview

Spend and Savings

Office Supplies Total Projected Annual Spend:	$338,938.73
Office Supplies Projected First Year Savings ($):	$96,197.52
Office Supplies Projected Savings (%):	28.38%
Travel Services Total Projected Annual Spend:	$729,987.49
Travel Services Projected First Year Savings ($):	$110,826.35
Travel Services Projected Savings (%):	15.18%
A&M Fees (30% of Annual Savings):	$62,107.16
Billing Installments (50% of A&M Fee paid monthly):	$31,053.58
T&E Expenses:	$1,082.34

Invoice Schedule

Invoice:	Due Date:	Amount:
Invoice No. 1:	Upon Receipt	$3,670.14
Invoice No. 2:	4/15/2013	$2,587.80
Invoice No. 3:	5/15/2013	$2,587.80
Invoice No. 4:	6/15/2013	$2,587.80
Invoice No. 5:	7/15/2013	$2,587.80
Invoice No. 6:	8/15/2013	$2,587.80
Invoice No. 7:	9/15/2013	$2,587.80
Invoice No. 8:	10/15/2013	$2,587.80
Invoice No. 9:	11/15/2013	$2,587.80
Invoice No. 10:	12/15/2013	$2,587.80
Invoice No. 11:	1/15/2014	$2,587.80
Invoice No. 12:	2/15/2014	$2,587.80
Invoice No. 13:	3/15/2014	TBD Based on True-Up

12 Month True-Up Period: March, 2014

ALVAREZ & MARSAL

600 Madison Avenue, 8th Floor
New York, NY 10022
Phone: (212) 759-4433
Fax: (212) 759-5532
www.alvarezandmarsal.com

Invoice Number: 87967 – ORECK – OFTR – 2

Date: 3/5/2013

Oreck
Candi Mauffray
Director Procurement
1400 Salem Rd
Cookeville, TN 38506

INVOICE

SPECIAL SERVICES RENDERED
By Alvarez & Marsal Private Equity Performance Improvement Group, LLC

FIRST INSTALLMENT:	Office Supplies & Travel Services	$2,587.80 (USD)
T&E Expenses:		$0.00
TOTAL DUE:		**$2,587.80 (USD)**

Please ensure to mention invoice number noted above (87967 – ORECK – OFTR – 2) when submitting payment.

Terms: Payable upon Receipt.
Invoice currency is US-American Dollars.

Wire Instructions:

Bank:	J.P. Morgan Chase
ABA:	021000021
Account Holder:	Alvarez & Marsal Private Equity Performance Improvement Group
Account Number:	790 342 562

Mailing Instructions:
Alvarez & Marsal
Attn. Liz Carrington
600 Madison Avenue, 8th Floor
New York, NY 10022

Black Diamond Portfolio

Oreck Small Parcel
Savings Sign Off

March 2013

Small Parcel Portfolio Savings Summary

Oreck is on track to save $1.156M in first year savings as a result of the BDCM portfolio's small parcel program with FedEx. Due to forecast declines, this number has been adjusted down to $578K.

Transportation & Accessorial Savings

- Oreck will experience a total savings of $1.156M in annual savings due to the greater incentives in the FedEx portfolio program for key service lines and accessorials, at agreed upon baseline volume. This figure accounts for the Oreck anticipated change to Sure Post in the baseline.
- FedEx savings were calculated by comparing your baseline net transportation charges to the FedEx proposed net transportation charges at the agreed upon baseline volume. UPS Sure Post net transportation charges were subbed into the baseline for Ground Residential packages less than 9 lbs.
- Oreck is projected to have at least a 50% decline in volume over the next 12 months. Thus, for the purposes of A&M fees, the projected annual first year savings has been reduced by 50% to $578K

OreckSmall Parcel Savings Summary - Including Baseline and Proposed Post Office Options											
US$						FedEx					
Company	Total Baseline Gross Trans Charges	Total Baseline Net Charges	Total Baseline Net Trans Charges INCLUDING RESI SURCHARGE	Baseline Net Trans Market Basket Spend	Market Basket % Coverage	Net Trans Market Basket Spend	Net Trans Market Basket Savings (%)	Net Trans Charge Savings	Accessorial Savings	$ Total Savings	% Total Savings
Oreck	$4,257,976	$4,750,000	$3,997,182	$3,391,652	85%	$2,564,242	24%	$975,132	$181,232	$1,156,364	24%
Total estimated savings										$1,156,364	24%

Small Parcel Savings True-up

At the 6 and 12 month mark, FedEx / A&M will work with each portfolio company to true-up A&M compensation by comparing the actual Realized Annual Savings with the Projected Annual Savings that were utilized for the initial invoice.

Savings True-Up Calculation Process

1. At the 6 and 12-month mark, A&M will work with each portfolio company to determine the Realized Annual Savings. This will involve gathering detailed shipment level data from FedEx with actual volume and actual transportation charges by shipping pattern. The Realized Annual Savings will be determined by comparing the impact of the new incentives versus baseline incentives on published list rates on the actual shipping volume.
2. The Realized Annual Savings will then be compared with Projected Annual Savings, and the difference will be the basis for calculating the "true-up" amount.
3. If Realized Annual Savings are greater than Projected Annual Savings, A&M will invoice the company for the difference. If Realized Annual Savings are less than Projected Annual Savings, A&M will pay back the difference to the company.

Projected Annual Savings

Shipping Pattern	Old Rate	New Rate	Projected Qty	Old Spend	New Spend	Savings
Ground - 3 - 20	$ 8.05	$ 6.85	3,000	$24,150	$20,550	$ 3,600
ND AM - 4 - 5	$ 19.30	$ 15.80	2,500	$48,250	$39,500	$ 8,750
2D - 8 - 1	$ 15.20	$ 11.95	1,900	$28,880	$22,705	$ 6,175
					Projected Annual Savings	$ 18,525
					Invoice #1 (Projected x 15%)	$ 2,779

6 Months | Realized Savings

Shipping Pattern	Old Rate	New Rate	6-Mo Qty	Old Spend	New Spend	Savings
Ground - 3 - 20	$ 8.05	$ 6.85	1,800	$14,490	$12,330	$ 2,160
ND AM - 4 - 5	$ 19.30	$ 15.80	1,175	$22,678	$18,565	$ 4,113
2D - 8 - 1	$ 15.20	$ 11.95	1,000	$15,200	$11,950	$ 3,250
				Realized 6 Month Savings		$ 9,523
				New Projected Annual Savings		$ 19,045
				Invoice #2 (True-up x 7.5%)		$ 1,428

12 Months | Realized Annual Savings

Shipping Pattern	Old Rate	New Rate	Actual Qty	Old Spend	New Spend	Savings
Ground - 3 - 20	$ 8.05	$ 6.85	3,900	$31,395	$26,715	$ 4,680
ND AM - 4 - 5	$ 19.30	$ 15.80	2,350	$45,355	$37,130	$ 8,225
2D - 8 - 1	$ 15.20	$ 11.95	1,950	$29,640	$23,303	$ 6,338
				Realized Annual 12 Month Savings		$ 19,243
				Full A&M Invoice Amount (Realized x 30%)		$ 5,773
				Less Portion of A&M Fees Paid to Date		$ (4,207)
				Invoice #3 (Balance based upon True-Up)		$ 1,566

3

Oreck Small Parcel Savings Approval

Please provide confirmation of the FedEx savings results presented in this document, your willingness to pursue the next steps to achieve these savings, and the A&M invoice schedule.

Summary Projected & Realized Annual Savings

Savings Results

- $1,156,364 Original Projected Annual First Year Savings on $4,750,000 baseline spend which is calculated directly from company provided, mutually agreed upon baseline information and the FedEx negotiated incentives.
- Oreck is projected to have at least a 50% decline in volume over the next 12 months. Thus, for the purposes of A&M fees, the **Projected Annual First Year Savings has been reduced by 50% to $578,182**.
- 12 months from the implementation date, FedEx / A&M will conduct a savings true-up to ensure that each company's Realized Annual Savings met or exceed the Projected Annual Savings.

Summary Projected & Realized Annual Savings

Oreck Invoice Schedule

- A&M compensation is 30% of first year realized savings.
- Oreck will be invoiced the first 15% of first year projected savings over the course of the first 12 months and the final 15% based upon realized annual savings at the 12 month mark true-up.
- Invoice #1 to #12 $7,227: Black Diamond contract execution and every month for 12 months (15% of projected savings of $578,182 divided by 12 months)
- Invoice #13: 12 months measurement period (15% of realized savings based upon savings true-up)

Company Contacts and Timeline

Oreck Participants & Savings Sign Off

- Gary Badrick - Project Sponsor
- Candi Mauffray – Director of Purchasing
- Please print this document; sign and return via e-mail **no later than March 8th, 2013**

Signature & Date

X_____ **Date** _____

X _____ **Date** _____

By signing this page, you are agreeing to the baseline information set forth in this document and your willingness to participate in the portfolio program.

BLACK DIAMOND PORTFOLIO

ORECK CORRUGATED
RESULTS & SAVINGS SIGN-OFF

APRIL 2013

ORECK RESULTS

Oreck can realize over $178k (or 13%) in total savings by moving the corrugated buy to PCA, a highly qualified , incumbent supplier with experience in supplying Oreck's needs.

Supplier	ITEM	SKU	Extra	Updated Order Qty	Updated Price	Updated Spend	PCA3 Bid	Vs. Current	PCA Total Spend	PCA $ Savings / (Loss)	Timbar3 Bid	Vs. Current	Timbar Total Spend	Timbar Savings / (Loss)
Timbar	CARTON (TL), COSTCO U4190	75832-14	Litho Lam	5000	$ 2.900	$ 199,912	2.62	10%	$ 180,610	$ 19,302	$ 2.950	-2%	$ 203,358	$ (3,447)
PCA	CARTON, UPRIGHT 12X34X5	75264-01		3000	$ 1.090	$ 121,704	0.745	32%	$ 83,183	$ 38,521	$ 0.80	27%	$ 89,324	$ 32,380
Timbar	CARTON, SINGLE OUTER	76037-01		2500	$ 0.875	$ 100,652	0.75	14%	$ 86,273	$ 14,379	$ 0.87	1%	$ 100,077	$ 575
Timbar	INSERT, TOP LOAD COFFIN	75838-02		9125	$ 0.801	$ 83,414	0.981	-22%	$ 102,158	$ (18,745)	$ 0.810	-1%	$ 84,351	$ (937)
Timbar	CARTON, MAGNESIUM COSTCO LITHO	83109-02	Litho Lam	5400	$ 3.060	$ 69,239	3.045	0%	$ 68,899	$ 339	$ 3.064	0%	$ 69,329	$ (91)
Timbar	CARTON (TL), TARGET U4180	75832-08	Litho Lam	5334	$ 3.920	$ 58,279	2.62	33%	$ 38,952	$ 19,327	$ 3.900	1%	$ 57,981	$ 297
Timbar	CARTON, LW100LR 4 COLOR LITHO	83109-03	Litho Lam	2500	$ 3.970	$ 51,947	3.95	1%	$ 51,686	$ 262	$ 3.70	7%	$ 48,415	$ 3,533
Timbar	INSERT, SINGLE CARTON	76039-01		5000	$ 0.320	$ 41,805	0.249	22%	$ 32,530	$ 9,276	$ 0.29	11%	$ 37,233	$ 4,572
PCA	CARTON, 47 7/8 X 12 1/2 X 8	53184-03		513	$ 3.810	$ 38,912	3.76	1%	$ 38,401	$ 511	$ 2.15	44%	$ 21,958	$ 16,954
Timbar	CAPS, PALLET	75909-01		1000	$ 1.847	$ 38,460	1.777	4%	$ 37,002	$ 1,458	$ 1.63	12%	$ 33,941	$ 4,519
Timbar	CARTON (TL), COMMER TOP-LOAD	75832-06	Litho Lam	4808	$ 3.750	$ 32,599	2.62	30%	$ 22,776	$ 9,823	$ 3.00	20%	$ 26,079	$ 6,520
Timbar	INSERT, PT 2.0 BAG UNSCORED	76121-01		8000	$ 0.144	$ 30,384	0.125	13%	$ 26,375	$ 4,009	$ 0.210	-46%	$ 44,310	$ (13,926)
Timbar	INSERT, TOP-LOAD	75908-01		5250	$ 0.330	$ 29,819	0.32	3%	$ 28,915	$ 904	$ 0.360	-9%	$ 32,530	$ (2,711)
PCA	CARTON, ULTIMATE CANISTER	73154-02		2623	$ 0.597	$ 28,100	0.523	12%	$ 24,617	$ 3,483	$ 0.45	25%	$ 21,181	$ 6,919
PCA	INSERT, SINGLE CARTON	75182-01		9575	$ 0.215	$ 26,010	0.208	3%	$ 25,163	$ 847	$ 0.21	5%	$ 24,800	$ 1,210
PCA	CARTON, HOUSEKEEPER CANISTER	72139-04		507	$ 0.944	$ 22,224	0.743	21%	$ 17,492	$ 4,732	$ 1.60	-69%	$ 37,667	$ (15,444)
PCA	CARTON, CLASSIC REFURB	75264-02	White Kraft	2407	$ 1.144	$ 21,376	0.844	26%	$ 15,770	$ 5,606	$ 0.65	43%	$ 12,145	$ 9,230
Timbar / PCA	ALL OTHERS					$ 387,197			$ 323,549	$ 63,649			$ 330,500	$ 53,042
					TOTALS	$ 1,382,031		13%	$1,204,351	$177,681		7%	$ 1,275,180	$ 103,196

Key Notes

- On several occasions in January and February, A&M obtained both written and verbal confirmation that the negotiated PCA proposal was for the exact specs detailed in the RFP, including litho-lam for relevant products.
- In the month of March, Oreck requested a personnel change with their incumbent PCA. The new PCA account manager for Oreck was asked to confirm the PCA proposal as part of the BDCM portfolio sourcing process.
- In March, the new PCA account manager notified A&M that the previously confirmed pricing was incorrect for a few litho-lam products. A&M obtained updated pricing from PCA, engaged in negotiations, and have now finalized the savings for Oreck in the recommended award scenario of moving all business to PCA.
- Please see the attached Excel for the full pricing analysis, **totaling $178K (13%) in annual savings with PCA.**

ORECK – CORRUGATED SAVINGS APPROVAL

Please provide confirmation of the corrugated savings results presented in this document, your willingness to pursue the next steps to achieve these savings, and the A&M invoice schedule.

Summary Projected & Realized Annual Savings

Oreck Savings Results

- $178K Projected Annual First Year Savings on $1.38M baseline spend. The baseline spend and pricing information was provided by Oreck and signed-off on by Candi Mauffray.
- 12 months from the savings sign off date, A&M will conduct a savings true-up to ensure that Realized Annual Savings met or exceed the Projected Annual Savings; a similar run-rate calculation will be done at 6 months.

A&M Invoice Schedule & True Up

Oreck Invoice Schedule

- A&M compensation is 30% of first year realized savings.
- Oreck will be invoiced 15% of first year projected savings at contract execution and an additional 7.5% of realized savings (resulting from savings true-up) at both the 6 and 12 month mark.
  - Invoice #1 of $26,652.12 (15% of projected savings of $177,681.79)
  - Invoice #2: 6 months from measurement period (7.5% of realized savings based upon savings true-up)
  - Invoice #3: 12 months measurement period (7.5% of realized savings based upon savings true-up)

Company Contacts and Timeline

Oreck Participants:
- Candi Mauffray

Savings Sign-off:
- Candi Mauffray
- Please print this document, sign and return via email by April 12, 2013

Signature & Date

X_____ **Date** _____

X _____ **Date** _____

By signing this page, you are agreeing to the savings and invoice information set forth in this document.

BLACK DIAMOND PORTFOLIO

OFFICE SUPPLIES SAVINGS RESULTS
ORECK
DECEMBER 2012

ORECK PROJECTED ANNUAL SAVINGS

A combination of product savings, one-time incentives and annual rebates result in an projected first year savings of $96K. Please see the enclosed Excel file for the full core list analysis.

#	Item SKU #	Description	Category	Unit Cost	Pack Count	Pack Count Qty	BD Pack Count Cost	Staples Pack Count Cost	Staples SKU #	Staples SKU Description	[illegible]	[illegible]	[illegible]
1	889863	BROTHER TN450 HY BLACK TONER	Ink/Laser Printer C	$ 68.49	1	111	$ 68.49	$ 42.11	889863	BROTHER TN450 HY BLACK TONER	$ 7,602	$ 4,674	$ 2,928
2	713993	BROTHER TN330 TONER CARTRIDGE	Ink/Laser Printer C	$ 48.06	1	119	$ 48.06	$ 30.65	713993	BROTHER TN330 TONER CARTRIDGE	$ 5,719	$ 3,647	$ 2,071
3	135848	SPLS 8.5X11 COPY CS	Paper	$ 37.45	10	2,310	$ 9.75	$ 2.85	135848	SPLS 8.5X11 COPY CS	$ 8,651	$ 6,584	$ 2,068
4	235432	HP 04 BLACK INK	Ink/Laser Printer C	$ 15.30	1	471	$ 15.30	$ 11.30	235432	HP 04 BLACK INK	$ 7,206	$ 5,322	$ 1,884
5	791403	SEB REMAN TONER HP 12A	Ink/Laser Printer C	$ 54.99	1	85	$ 54.99	$ 35.81	791403	SEB REMAN TONER HP 12A	$ 4,674	$ 3,044	$ 1,630
6	889139	BROTHER TN420 BLACK TONER	Ink/Laser Printer C	$ 44.99	1	80	$ 44.99	$ 28.17	889139	BROTHER TN420 BLACK TONER	$ 3,599	$ 2,254	$ 1,346
7	814894	LINER 39X47 1.7MIL 50CT SILVER	Facilities Supplies	$ 23.97	50	2,450	$ 0.48	$ 0.09	814884	LINER 40X48 12MIC 250CT NAT	$ 1,175	$ 212	$ 962
8	713996	BROTHER TN360 TONER CARTRID HY	Ink/Laser Printer C	$ 69.08	1	34	$ 69.08	$ 45.20	713996	BROTHER TN360 TONER CARTRID HY	$ 2,349	$ 1,537	$ 812
9	887839	PAPER TOWELS 2PLY 60SHT/RL WTE	Janitorial Paper	$ 13.82	1	60	$ 13.82	$ 0.79	976288	KITCHEN ROLL TOWEL 2 PLY 85 SH	$ 829	$ 48	$ 782
10	135848	SPLS 8.5X11 COPY CS	Paper	$ 34.49	10	1,300	$ 3.45	$ 2.85	135848	SPLS 8.5X11 COPY CS	$ 4,484	$ 3,705	$ 779
11	513096	SPLS 8.5X11 MULTIUSE 20/96 CS	Paper	$ 30.60	10	12,533	$ 3.06	$ 3.00	513096	SPLS 8.5X11 MULTIUSE 20/96 CS	$ 38,351	$ 37,586	$ 764
12	820164	KITCHEN ROLL TOWEL-250-2 PLY	Janitorial Paper	$ 26.22	12	528	$ 2.19	$ 0.79	976288	KITCHEN ROLL TOWEL 2 PLY 85 SH	$ 1,154	$ 419	$ 735
13	8-PENS0026	PENS:SHARPIE RED:613125	Ink Writing	$ 11.23	6	540	$ 1.87	$ 0.60	132381	UNI-BALL FINE RED DZ	$ 1,011	$ 326	$ 685
14	814895	LINER 39X57 1.7MIL 50CT SILVER	Facilities Supplies	$ 28.81	50	3,500	$ 0.58	$ 0.38	814895	LINER 39X57 1.7MIL 50CT SILVER	$ 2,017	$ 1,339	$ 678
15	8-PAPR0050	PAPER,COPY:064670:YELLOW 8 1/2 X 11:	Paper	$ 43.04	4	160	$ 10.76	$ 6.59	733077	BRIGHTS 8.5X11 YELLOW RM	$ 1,722	$ 1,054	$ 667
16	457822	TOWEL ROLL KC 1PLY	Janitorial Paper	$ 32.99	20	760	$ 1.65	$ 0.79	976288	KITCHEN ROLL TOWEL 2 PLY 85 SH	$ 1,254	$ 603	$ 651
17	820164	KITCHEN ROLL TOWEL-250-2 PLY	Janitorial Paper	$ 24.99	12	492	$ 2.08	$ 0.79	976288	KITCHEN ROLL TOWEL 2 PLY 85 SH	$ 1,025	$ 390	$ 634
18	135848	SPLS 8.5X11 COPY CS	Paper	$ 35.99	10	800	$ 3.60	$ 2.85	135848	SPLS 8.5X11 COPY CS	$ 2,879	$ 2,280	$ 599
19	447680	TOWELS PAPER 2 PLY	Janitorial Paper	$ 20.85	15	990	$ 1.39	$ 0.79	976288	KITCHEN ROLL TOWEL 2 PLY 85 SH	$ 1,376	$ 785	$ 591
20	852190	BRAWNY 2-PLY PREMIUM PERFORMAN	Janitorial Paper	$ 16.99	12	600	$ 1.42	$ 0.47	365377	BP BATH TISSUE 96PK 500SH	$ 850	$ 281	$ 568
21	600130	DPS REMAN TONER HP 12A Q2612A	Ink/Laser Printer C	$ 65.72	1	22	$ 65.72	$ 40.75	600130	DPS REMAN TONER HP 12A Q2612A	$ 1,446	$ 897	$ 549
22	538959	LINER 40X46 1.35MIL 100CT BLK	Facilities Supplies	$ 38.75	100	1,600	$ 0.39	$ 0.09	814884	LINER 40X48 12MIC 250CT NAT	$ 620	$ 139	$ 481
23	492003	ROLL THERMAL 3INX225FT	Janitorial Paper	$ 43.60	10	110	$ 4.36	$ 0.47	365377	BP BATH TISSUE 96PK 500SH	$ 480	$ 52	$ 428
24	673276	SAFESKIN PRPLE NITRILE GLOVE	Facilities Supplies	$ 16.92	100	9,600	$ 0.17	$ 0.13	673279	SAFESKIN PRPLE NITRILE GLOVES	$ 1,625	$ 1,210	$ 415
25	698153	MARCAL 6/4 DOUBLE BATH TISSUE	Janitorial Paper	$ 27.85	24	528	$ 1.16	$ 0.47	365377	BP BATH TISSUE 96PK 500SH	$ 613	$ 248	$ 365

Oreck Savings Results & Comments

- Oreck is projected to save $96K (28%) on $339K in 1st year spend from the following areas:
  - **Core Items:** Contract pricing on the most significant portfolio items (69% of Oreck spend)
  - **Non-Core Items:** Specific percentage discounts on items not covered by the core list
  - **Conversion bonus:** Upfront conversion bonus based on projected portfolio spend
- Of the $96K in first year savings, approximately $46K is run-rate product savings.
- Actual savings may be higher as rebates such as incremental volume and average order size have not been monetized.

	Spend	Savings %	Savings
Top 25 Core Items	$ 102,709	23%	$ 24,075
Other Core Items	$ 130,780	9%	$ 11,216
Core Items	$ 233,488	15%	$ 35,291
Non-Core Items	$ 105,450	10%	$ 10,215
Total Product Savings	$ 338,939	13%	$ 45,506
Conversion Bonus			$ 50,195
Grand Total	$ 338,939	28%	$ 95,701

OFFICE SUPPLIES SAVINGS TRUE-UP CALCULATION

At the 6 and 12 month mark, Staples / A&M will work with each portfolio company to true-up A&M compensation by comparing the actual Realized Annual Savings with the Projected Annual Savings that were utilized for the initial invoice.

- **Savings True-Up Calculation Process**
  1. At the 6 and 12-month mark, A&M will work with each portfolio company to determine the Realized Annual Savings. This will involve gathering detailed purchase data from Staples with actual volume by SKU. The Realized Annual Savings will be determined by comparing the impact of the new pricing versus baseline pricing on the actual volume of items procured, net of rebates/incentives. The savings true-up process will also include confirmation that the proposed rebates/incentives were achieved.
  2. The Realized Annual Savings will then be compared with Projected Annual Savings, and the difference will be the basis for calculating the "true-up" amount.
  3. If Realized Annual Savings are greater than Projected Annual Savings, A&M will invoice the company for the difference. If Realized Annual Savings are less than Projected Annual Savings, A&M will pay back the difference to the company.

- **Oreck has the option to pay A&M fees per the above example or elect to pay the initial 15% fee on a monthly basis for the first year and the additional 15% at the 12-month savings true-up.**

12 and 6 Month True-Up Calculation Example

Item SKU #	Old Price	New Price	Projected Qty	Old Spend	New Spend	Savings
SKU 1	$ 1.31	$ 0.49	564	$ 742	$ 276	$ 465
SKU 2	$ 0.10	$ 0.05	18,000	$ 1,866	$ 902	$ 964
SKU 3	$ 0.42	$ 0.32	1,250	$ 531	$ 399	$ 132

Projected Annual Savings	$ 1,562
Invoice #1 (Projected x 15%)	$ 234

6 Months | Realized Savings

Item SKU #	Old Price	New Price	6-Mo Qty	Old Spend	New Spend	Savings
SKU 1	$ 1.31	$ 0.49	360	$ 473	$ 176	$ 297
SKU 2	$ 0.10	$ 0.05	8,500	$ 881	$ 426	$ 455
SKU 3	$ 0.42	$ 0.32	713	$ 302	$ 227	$ 75

Realized 6 Month Savings	$ 828
New Projected Annual Savings	$ 1,655
Invoice #2 (True-up x 7.5%)	$ 124

12 Months | Realized Annual Savings

Item SKU #	Old Price	New Price	Actual Qty	Old Spend	New Spend	Savings
SKU 1	$ 1.31	$ 0.49	600	$ 789	$ 294	$ 495
SKU 2	$ 0.10	$ 0.05	17,000	$ 1,762	$ 852	$ 911
SKU 3	$ 0.42	$ 0.32	1,425	$ 605	$ 454	$ 151

Realized Annual 12 Month Savings	$ 1,556
Full A&M Invoice Amount (Realized x 30%)	$ 467
Less Portion of A&M Fees Paid to Date	$ (358)
Invoice #3 (Balance based upon True-Up)	$ 108

ORECK PROJECTED ANNUAL SAVINGS

Please provide confirmation of the Staples savings results presented in this document, your willingness to pursue the next steps to achieve these savings, and the A&M invoice schedule.

Summary Projected & Realized Annual Savings

Oreck Savings Results

- $96K Projected Annual First Year Savings on $339K projected spend which is calculated directly from company provided baseline information and the Staples negotiated pricing.
- 12 months from the implementation date, Staples / A&M will conduct a savings true-up to ensure that each company's Realized Annual Savings met or exceed the Projected Annual Savings; a similar run-rate calculation will be done at 6 months.

A&M Invoice Schedule & True Up

Oreck Invoice Schedule

- A&M compensation is 30% of first year realized savings.
- Oreck has the option to pay A&M fees based on the invoice schedule below or can elect to pay the initial 15% fee on a monthly basis and the additional 15% during the 12-month true-up.
- Oreck will be invoiced 15% of first year projected savings at contract execution and an additional 7.5% of realized savings (resulting from savings true-up) at both the 6 and 12 month mark, pending the above decision.
  - Invoice #1 of $14,355: Black Diamond contract execution (15% of projected savings of $95,701)
  - Invoice #2: 6 months from measurement period (7.5% of realized savings based upon savings true-up)
  - Invoice #3: 12 months measurement period (7.5% of realized savings based upon savings true-up)

Company Contacts and Timeline

Oreck Participants: ▪ Candi Mauffray

Savings Sign-off: ▪ Candi Mauffray ▪ Please print this document, sign and return via email by December 7th, 2012

Signature & Date

X_____ **Date** _____

X _____ **Date** _____

By signing this page, you are agreeing to the savings and invoice information set forth in this document.

BLACK DIAMOND PORTFOLIO

TRAVEL SERVICES SAVINGS RESULTS
ORECK
DECEMBER 2012

MINIMUM SAVINGS GUARANTEE DETAILED EXPLANATION

The minimum savings guarantee will be based on a detailed calculation that compares baseline air, hotel, and car pricing to negotiated rates / discounts secured by CWT.

❶ How The Program Works

- A Travel Management Company (TMC) negotiates direct discounts from airlines, hotels and rental car companies based on the group's spend.
- These new discounts far exceed what companies are able to achieve on their own based on larger spend.

❷ Baseline Spend / Savings Calculation

- The baseline rates / spend is established using historical spend, existing discounts and the first 90 days of collected data after implementation.
- Savings are driven by comparing existing discounts / pricing and with new discounts / pricing
- Savings are only derived based on actual travel. There will be no savings credit for lower fares that are not selected or changes in travel policy.

❸ Savings Guarantee

- Based on TMCs experience in achieving greater discounts, they will "guarantee" the savings and credit companies if there is a shortfall

Example Savings Calculation

Sample Air Savings
Existing Delta Agreement = 2%
New Negotiated Delta Agreement = 17%
Total Delta Spend in Year 1 = $2,200,000
Savings
17%-2% or Net New Savings 15%
$2.2M * 15% = $330,000

Sample Car Savings
Existing Avis Agreement = $44/day ORD
New Negotiated Avis Agreement = $38/day ORD
Total Avis Rental Days at ORD: 150
Savings
$44 - $36 = $8 or 18%
$8 * 150 Days = $1,200

Sample Hotel Savings
Marriott Oak Brook Negotiated Rate: $126
New Negotiated Marriott Oak Brook Rate: $99
Total Marriot Oak Brook Nights: 150
Savings
$126 - $99 = $27 or 21%
$27 * 150 Nights = $4,050

ORECK PROJECTED ANNUAL SAVINGS

Carlson Wagonlit (CWT) has guaranteed a 15% savings in year one on air, car, and hotel spend resulting in a net first year savings of $111K.

Oreck Savings Results

- Oreck will save a **guaranteed 15% on total air, hotel, and car spend** based on the savings calculation methodology per the minimum savings guarantee (see the appendix for details).
- With an estimated 794 transactions a year (100% full service phone), Oreck will experience **additional savings in transaction fees**.
- CWT's annual program management fee of $15K will be shared proportionately across the portfolio. This annual fee is negligible in light of the committed savings and transaction fee reductions.
- **All implementation fees have been waived** by CWT.
- If CWT does not achieve 15% savings, CWT will **refund / credit Oreck the shortfall** in order to ensure a 15% savings on Oreck's annual travel spend.
- Black Diamond's expectation is that all participating companies will move to CWT as their travel management company as each company's services requirements have been met and the value proposition is compelling.

Oreck Guaranteed Travel Savings & Estimated Fee Impact

Savings Guarantee	Baseline Projected Spend	CWT Guaranteed Savings	Guaranteed Savings
Air	$ 541,054		
Hotel	$ 155,909	15%	$ 109,498
Car	$ 33,024		
Total	**$ 729,987**		**$ 109,498**

Transaction Fees						
Type	**Baseline Transaction Volume**	**Baseline Fee**	**Baseline Total Fees**	**CWT Fee**	**CWT Proposed Fees**	**Transaction Fee Savings**
Phone	794	$ 25.00	$ 19,850	$ 22.00	$ 17,468	$ 2,382
Online	-	$ 9.00	$ -	$ 4.25	$ -	$ -
Total	**794**		**$ 19,850**		**$ 17,468**	**$ 2,382**
Annual Fees						
Mgmt Fee	$ 729,987		$ -		$ 1,054	$ (1,054)
Total			**$ -**		**$ 1,054**	**$ (1,054)**
Total Net Savings						$ 110,826

TRAVEL SAVINGS TRUE-UP CALCULATION

12 months from the measurement period, CWT / A&M will conduct a savings true-up to ensure that each company's Realized Annual Savings met the 15% savings guarantee. A similar run-rate calculation will be done at 6 months; both will be utilized to true-up A&M compensation.

- **Savings True-Up Calculation Process**
  1. At the 6 and 12-month mark, A&M will work with each portfolio company to determine the run-rate (6 month) or Realized Annual Savings (12 months). This will involve gathering actual transaction level data from CWT. The Realized Annual Savings will be determined by comparing baseline discounts / pricing and with the new discounts / pricing for the actual volumes and travel patterns. It is important to note that savings are only derived based on actual travel. There will be no savings credit for lower fares that are not selected or changes in travel policy.
  2. The Realized Annual Savings will then be compared with Projected Annual Savings, and the difference will be the basis for calculating the "true-up" amount.
  3. If Realized Annual Savings are greater than Projected Annual Savings, A&M will invoice the company for the difference. If Realized Annual Savings are less than Projected Annual Savings, A&M will pay back the difference to the company.
  4. At the 12 month mark, if Realized Annual Savings are less than CWT savings guarantee of 15%, CWT will credit / refund the portfolio company the full shortfall.
- **Oreck has the option to pay A&M fees per the above example or elect to pay the initial 15% fee on a monthly basis for the first year and the additional 15% at the 12-month savings true-up.**

12-Month True-Up Calculation Example*

Projected Savings

Carrier	Baseline Discounts	Baseline Spend	Projected Discounts	Projected Spend	Projected Savings
Delta	5%	$ 817	15%	$ 694	$ 123
United	0%	$ 1,230	15%	$ 1,046	$ 185
American	3%	$ 534	15%	$ 453	$ 80
Total		**$ 2,581**	**15%**	**$ 2,193**	**$ 387**

Projected Annual Savings	$ 387
Invoice #1 (Projected x 15%)	$ 58

12-Months | Realized Savings

Carrier	Published Fare	Baseline Discounts	Negotiated Discounts	Actual Spend	NESR (Net Effective Savings Rate)	Actual Savings
Delta	$ 2,280	5%	21%	$ 1,918	16%	$ 362
United	$ 300	0%	18%	$ 248	18%	$ 53
American	$ 271	3%	18%	$ 230	15%	$ 41
Total	**$ 2,851**			**$ 2,396**	**19%**	**$ 455**

Realized 12-month Savings	$ 455
Full A&M Invoice (Realized x 30%)	$ 137
Less A&M Fees Paid to Date (Illustrative)	$ 87
Invoice #3 (Balance Based on True-Up)	$ 49

Similar analysis will be done with hotel and car rental bookings during true-up.

ORECK PROJECTED ANNUAL SAVINGS

Please provide confirmation of the CWT travel savings presented in this document, your willingness to pursue the next steps to achieve these savings, and the A&M invoice schedule.

Summary Projected & Realized Annual Savings

Oreck Savings Results

- $111K Projected Annual Savings on $730K in projected spend; savings is calculated directly from company provided baseline information and Carlson Wagonlit's committed savings guarantee.
- 12 months from the measurement period, CWT/A&M will conduct a savings true-up to ensure that each company's Realized Annual Savings met the 15% savings guarantee; a similar run-rate calculation will be done at 6 months.

A&M Invoice Schedule & True Up

Oreck Invoice Schedule

- A&M compensation is 30% of first year realized savings.
- Oreck has the option to pay A&M fees based on the invoice schedule below or can elect to pay the initial 15% fee on a monthly basis and the additional 15% during the 12-month true-up.
- Oreck will be invoiced 15% of first year projected savings at contract execution and an additional 7.5% of realized savings (resulting from savings true-up) at both the 6 and 12 month mark, pending the above decision.

- Invoice #1 of $16,624: Black Diamond contract execution (15% of projected savings of $110,826)
- Invoice #2: 6 months from measurement period (7.5% of realized savings based upon savings true-up)
- Invoice #3: 12 months measurement period (7.5% of realized savings based upon savings true-up)

Company Contacts and Timeline

Oreck Participants: ▪ Candi Mauffray

Savings Sign-off: ▪ Candi Mauffray ▪ Please print this document, sign and return via email by December 7th, 2012

Signature & Date

X_____ **Date** _____

X _____ **Date** _____

By signing this page, you are agreeing to the savings and invoice information set forth in this document.

MIDDLE DISTRICT OF TENNESSEE
Claims Register

3:13-bk-04006 Oreck Corporation

Judge: Keith M Lundin **Chapter:** 11
Office: Nashville **Last Date to file claims:** 09/13/2013
Trustee: **Last Date to file (Govt):**

Creditor: (5284314)	**Claim No: 235**	*Status:*
ALVAREZ & MARSAL PRIVATE EQUITY PERFORMANCE IMPROVEMENT GROUP LLC 600 MADISON AVE 8TH FLOOR C/O EDWARD FRERKS NEW YORK NY 10022	*Original Filed Date:* 09/09/2013 *Original Entered Date:* 09/09/2013	*Filed by:* CR *Entered by:* krm *Modified:*

Amount claimed: $292216.00

History:

Details	235-1	09/09/2013	Claim #235 filed by ALVAREZ & MARSAL PRIVATE EQUITY PERFORMANCE, Amount claimed: $292216.00 (krm)

Description:
Remarks:

Claims Register Summary

Case Name: Oreck Corporation
Case Number: 3:13-bk-04006
Chapter: 11
Date Filed: 05/06/2013
Total Number Of Claims: 1

Total Amount Claimed*	$292216.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		