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

In re

ORECK CORPORATION, et al.,	)	Chapter 11
	)	
Debtors.	)	Case No. 13-04006
	)	Judge Lundin
	)	(Jointly Administered)

OBJECTION TO PROPOSED CURE AMOUNT[1]

The Shoppes at Flowers Mill, L.P. (" Objector Flowers Mill"), by and through its counsel, Dorian, Goldstein, Wisniewski & Orchinik, P.C. hereby submits this cure objection (the "Cure Objection") in response to the Debtors' Notice of (I) Debtors' Intent To Assume And Assign Certain Executory Contracts, Unexpired Leases Of Personal Property, And Unexpired Leases Of Nonresidential Real Property And (II) Cure Amounts Related Thereto, dated June 20,2013 (the "Notice"), and the proposed cure amount for the non-residential real property lease listed on Exhibit 1 to the Notice and respectfully states as follows:

BACKGROUND

1. On May 6, 2013 (the "Petition Date"), Oreck Corporation ("Oreck") and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Tennessee (the "Court").

2. By Motion dated May 16, 2013, the Debtors sought, among other things, authorization and approval of (a) the sale of substantially all the Debtors' assets, free and clear of liens, claims, encumbrances, and interests (the "363 Transaction"), pursuant to either (i) that certain Asset Purchase Agreement and related agreements (the "APA") among the Debtors (the "Sellers") and Oreck Acquisition Holdings LLC (the "Stalking Horse Bidder"), or (ii) a different Successful Bid, (b) the assumption and assignment of certain executory contracts (the "Contracts") and unexpired leases of personal property and of nonresidential real property (collectively, the "Leases") in connection with the 363 Transaction, and (c) scheduling a final hearing for approval of the 363 Transaction and the proposed assumption and assignment of Contracts and Leases (the "Sale Hearing").

3. On June 20, 2013, the Court entered an order (the "Sale Procedures Order"), among other things, (i) approving certain procedures to govern the sale process and provide for the submission of any competing bids for substantially all of the Debtors'

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assets (the "Sale Procedures"); (ii) scheduling the Sale Hearing; (iii) establishing procedures for the assumption and assignment of certain Contracts and Leases by the Debtors to the Stalking Horse Bidder or such other Successful Bidder; and (iv) setting a deadline for the filing of objections, if any, to the relief requested in the Motion.

4. On June 20, 2013 Debtors' counsel gave the Notice to all concerned parties advising them of the Sale Procedures Order, which notice included Exhibit 1, being a schedule describing the Contracts and Leases that the Debtors may potentially assume and assign to the Stalking Horse Bidder or such other Successful Bidder (collectively, the "Assumable Executory Contracts"), along with the Debtors' calculations of the corresponding cure amounts to be paid by the Debtors in connection with the assumption and assignment of such Assumable Executory Contracts pursuant to section 365(b)(1)(A) of the Bankruptcy Code (the "Cure Amounts").

4. Objector Flowers Mill is the owner of a certain shopping center known as The Shoppes at Flowers Mill located in Langhorne, Pennsylvania in which shopping center one of Debtors, specifically Oreck Homecare, LLC, is a tenant occupying Store No. 136 pursuant to a certain Lease Agreement, dated October 25, 1999, as amended (the "Lease"). The Lease is listed on Exhibit 1 as a non-residential real property lease, and the Cure Amount listed for Objector Flowers Mill on Exhibit 1 is $0.00.

5. The alleged Cure Amount set forth on Exhibit 1 is incorrect, and Objector Flowers Mill respectfully objects to the Cure Amount shown on Exhibit 1 by reason of the fact that on the date of the filing of the Petition, Debtor Oreck Homecare, LLC was indebted to Objector Flowers Mill in the total amount of $8,600.00, representing rent and additional rent owed under the Lease for the months of April, 2013 and May, 2013 ($4,300 for each of said two months).

WHEREFORE, Objector Flowers Mill respectfully requests that the Court enter an order requiring the Debtors to pay no less than $8,600.00 to Objector Flowers Mill with respect to the unpaid amounts due under the Lease.

Dated: June 28, 2013
Bensalem, Pennsylvania

Respectfully submitted

/s/ Stephan H. Goldstein

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1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Sale Procedures (as defined herein)