B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE		PROOF OF CLAIM
Name of Debtor Oreck Corporation	Case Number 13-04006	
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): TURNER BROADCASTING SALES, INC.		COURT USE ONLY
Name and address where notices should be sent: Turner Broadcasting Sales, Inc. c/o Tiffany Strelow Cobb Vorys, Sater, Seymour and Pease LLP 52 East Gay Street Columbus, Ohio 43215 Telephone number: (614) 464-8322 email: tscobb@vorys.com	RECEIVED DEC 11 2014 BMC GROUP	☑ Check this box if this claim amends a previously filed claim. Court Claim Number: 308-1 (*If known*) Filed on: 12/10/14
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. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $308,682.24

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: Rejection Damages (SEE ATTACHED)
(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):
— — — —	(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: $_____

Oreck POC
06-00308-2

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 $12,475*) 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 $2,775* 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 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

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)

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 the 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: Melissa S. Giberson
Title: Attorney
Company: Vorys, Sater, Seymour and Pease LLP
Address and telephone number (if different from notice address above):

Melissa Giberson 12/9/14
(Signature) (Date)

Telephone number: email: msgiberson@vorys.com

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.

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:	:	Chapter 11
	:	
O CORP CORPORATION, et al.	:	Case No. 13-04006
	:	
Debtors.	:	Judge Lundin
	:	
	:	(Jointly Administered)

REJECTION DAMAGES CLAIM AND REQUEST FOR PAYMENT OF TURNER BROADCASTING SALES, INC.

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1. Turner Broadcasting Sales, Inc. ("Claimant") is a creditor in the bankruptcy case of Oreck Corporation ("Debtor"), case number 13-04006 (the "Bankruptcy Case"), and by and through its attorneys, hereby and with the accompanying official bankruptcy form sets forth its rejection damages claim as set forth more fully below (the "Rejection Damages Claim").

2. Claimant expressly reserves the right to amend, modify, and/or supplement this Rejection Damages Claim at any time for whatever reason, including, without limitation, for the purpose of filing additional claims and requests for payment and/or to specify the amount of Claimant's contingent, unmatured, and/or unliquidated claims as they become non-contingent, matured and/or liquidated. By virtue of the filing of the Rejection Damages Claim, Claimant does not waive, and hereby expressly reserves, its right to pursue claims and requests for payment, including but not limited to, the claims and requests for payment described herein against the Debtor.

3. To the extent that any of the claims set forth herein, in whole or in part, or any component thereof, arise or relate in any manner to the period on or after the date of the Debtor's

bankruptcy petition, Claimant asserts that such claims (or portion thereof) are entitled to priority pursuant to Sections 503 and 507 of the Bankruptcy Code, and reserves any applicable rights in connection with the same.

4. By virtue of filing the Rejection Damages Claim, Claimant does not, and the Rejection Damages Claim shall not be deemed to, consent to the jurisdiction of this Court to hear any proceeding, motion or other matter related to the Rejection Damages Claim or any other rights of Claimant apart from the Rejection Damages Claim.

5. Debtor is indebted and liable to the Claimant for the rejection damages (the "Rejection Damages Claim") arising from Debtor's rejection of certain executory contract(s), including, without limitation, that certain Time Order dated March 4, 2013 (the "TNT Order") and that certain Order dated March 5, 2013 (the "HLN Order"), by and between Debtor and Claimant for advertising services (the "Services") for the Second Quarter of 2013 through the Fourth Quarter of 2013 (collectively and individually, the "Agreement").

6. Without limiting the generality of the foregoing claims and requests for payment, Claimant asserts its Rejection Damages Claim in the amount of at least $308,682.24. Specifically, under the TNT Order, Debtor agreed to pay Claimant a total of $267,000.00 for the Services. Among other things, Debtor and Claimant agreed that the TNT Order was not cancelable. Further, under the HLN Order, Debtor agreed to pay Claimant a total of $179,300.00, only $24,376.00 of which was cancelable. On June 8, 2013, Debtor advised Claimant that it should cease providing advertising services, and thereafter, Debtor rejected the Agreement under the terms of the Plan. Accordingly, Claimant is entitled to a Rejection Damages Claim for amount due for the remaining Services under the Agreement, which totals at least **$308,682.24**.

7. Nothing in this Rejection Damages Claim or otherwise is an admission of any type and all rights and claims are reserved with respect thereto.

8. Due to the confidential nature of the Agreement and documents relating to the Agreement, no documents are attached hereto but will be provided upon agreement regarding appropriatc protective procedures and upon written request sent to Turner Broadcasting Sales, Inc. c/o Tiffany Strelow Cobb, Vorys, Sater, Seymour and Pease LLP, 52 East Gay Street, Columbus, Ohio 43215.

9. To the extent that any additional, non-cancelable Services were to run under the Agreement, Claimant reserves the right to amend this Rejection Damages claim to include the amounts due for such additional Services.

10. Claimant further reserves the right to assert any applicable rights of setoff and/or recoupment (the "Setoff Rights"), which rights are treated as secured claims under the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code").

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: (5686291) Turner Broadcasting Sales, Inc. c/o Tiffany Strelow Cobb VORYS, SATER, SEYMOUR AND PEASE LLP 52 E. Gay Street Columbus, OH 43215	**Claim No: 308** *Original Filed Date:* 12/10/2014 *Original Entered Date:* 12/10/2014 *Last Amendment Filed:* 12/10/2014 *Last Amendment Entered:* 12/10/2014	*Status:* *Filed by:* CR *Entered by:* COURTNEY HUNTER GILMER *Modified:*

Amount claimed: $308682.24

History:

Details	308-1	12/10/2014	Claim #308 filed by Turner Broadcasting Sales, Inc., Amount claimed: $222000.00 (GILMER, COURTNEY)
Details	308-2	12/10/2014	Amended Claim #308 filed by Turner Broadcasting Sales, Inc., Amount claimed: $308682.24 (GILMER, COURTNEY)

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*	$308682.24
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		