

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

ENTERED DEC 12 2002

IN RE:

HAWES-SAUNDERS BROADCAST
PROPERTIES, INC.

DEBTOR.

CASE NO. 02-38342

CHAPTER 11

JUDGE WALDRON

CLERK
BANKRUPTCY COURT
DAYTON, OHIO

DEC 12 PM 2:05

FILED

**AGREED ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
PATRICK COMMUNICATIONS, LLC AS SALES BROKER FOR DEBTOR'S STOCK
AND AUTHORIZING ASSUMPTION OF PRE-PETITION BROKERAGE CONTRACT AS MODIFIED**

Upon the Application dated December 11, 2002 (the "Application"¹) of Hawes-Saunders Broadcast Properties, Inc., debtor and debtor-in-possession in the above captioned chapter 11 case (the "Debtor"), and the consent of secured lenders and equity security holders OCP and Mesbic (as defined in the application) for an order pursuant to section 327(a) of title 11 of the United States Code (the "Bankruptcy Code") and Fed. R. Bankr. P. 2014 and 5002 authorizing Debtor to retain Patrick Communications, LLC ("PC") as its sales broker concerning debtor's outstanding capital stock, authorizing Debtor to assume the pre-petition brokerage contract between Debtor and PC dated August 14, 2000 *as modified pursuant to the plan confirmed held 12/12/02 at 1:30* pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 (the "Agreement"), and authorizing the debtor to engage W. Lawrence Patrick as interim manager of the Debtor; and upon the Affidavit and Statement of W. Lawrence Patrick sworn to on December 10, 2002 (the "Affidavit"), the Court being satisfied based on the representations made in the Application and the Affidavit that PC represents no interest adverse to the Debtor or the estate with respect to the matters upon which it is to be engaged and that it is a disinterested person as that term is defined under section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; that assumption of

¹ All capitalized terms not defined herein shall have the meanings ascribed to them in the Debtors' Application.

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~~assumption~~ of the Agreement is in the best interests of the Debtor, the estate, and creditors; that W. Lawrence Patrick is not a "professional" as such term is defined under 11 U.S.C. §327, and that his engagement is thus within the normal course business judgment of the Debtor; and it appearing that the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, equity holders and other parties in interest; and upon due deliberation thereon and sufficient cause appearing therefore; and it appearing that notice of the Application was made upon all parties as required by, and in accordance with, all applicable provisions of the Bankruptcy Rules and Local Bankruptcy Rules it is hereby:

ORDERED, ADJUDGED AND DECREED THAT:

1. Pursuant to section 327(a) of the Bankruptcy Code, Debtor shall be and hereby is authorized to employ and retain PC to perform the services set forth in the Agreement, attached to the Patrick Affidavit appended to Debtors' Application as Exhibit A, upon the terms and conditions set forth therein.

as modified pursuant to the phone conference held 12/12/02 at 1:30. All further references to the Agreement are to the Agreement as modified

2. Pursuant to section 365(a) of the Bankruptcy Code, Debtor shall be and hereby is authorized to assume the Agreement, and is further authorized to take any other actions required under the Agreement without further application to or Order of this Court

3. Upon a closing of any sale of the Stock as may be approved by the Court, PC shall be entitled to compensation as set forth in the agreement to be paid from the proceeds of the Sale, without further application to or order of the Court.

4. Debtor is authorized to engage W. Lawrence Patrick as its interim manager effective as of December 10, 2002, who shall hold such position throughout the administrative phase of this case. The Court finds that Patrick is not a "professional" as contemplated by section 327 of the Bankruptcy Code, and that his compensation of \$8000.00 per month plus

reimbursement of reasonable travel and out-of-pocket expenses shall not be subject to application or separate approval under section 330 of the Bankruptcy Code. Debtor is authorized and directed to pay any such compensation due Patrick from the proceeds of the Sale, without further application to or order of this Court.

5. In such position, Patrick shall have full managerial control of the Debtor, including (but not limited to) the following:

- a. Patrick shall have sole check writing authority on behalf of the Debtor.
- b. Patrick shall have general managerial control of Debtor's day-to-day operations.
- c. Patrick shall have the right to approve all sales contracts entered into by the Debtor.
- d. Patrick shall be authorized to execute any contract for the sale of debtor's stock that has been approved by the Court, and to execute any and all additional documents reasonable or necessary to promote or effectuate the sale, including but not limited to FCC transfer approval forms, share certificates, and the like.
- e. Patrick at his discretion may delegate management authority to other employees of the Debtor or professionals whose retention has been approved by the Court; however, notwithstanding such delegation, Patrick shall retain final authority over managerial decision-making.

f. *Counsel shall file a copy of the Agreement as modified pursuant to the phone conference held 12/12/02 at 1:30, not later than December 13, 2003.*

SO ORDERED.

Dated: _____, 2002.

Thomas F. Waldum
UNITED STATES BANKRUPTCY JUDGE
12/12/02

APPROVED FOR ENTRY:

John J. Schmidt per telephone
authnpt
12/11/02 Ronel DA
John J. Schmidt (Ohio Bar #0059417)
Dinsmore & Shohl LLP
1900 Chemed Center
255 East Fifth Street
Cincinnati, OH 45202
Phone: (513) 977-8440
Fax: (513) 977-8141
E-mail: jschmidt@dinslaw.com
Counsel for Opportunity Capital Corporation,
Opportunity Capital Partners II, L.P.,
Opportunity Capital Partners III, L.P., and
Mesbic Ventures, Inc. ("Mesbic").

Thomas R. Noland Ronel DA
Thomas R. Noland
Statman, Harris, Siegel & Eyrich, LLP
110 North Main Street, Suite 1520
Dayton, Ohio 45402
Phone: (937) 222-1090
Fax: (937) 222-1046
E-mail: trnoland@shsedayton.com
Counsel for Hawes-Saunders Broadcast Properties, Inc.

cc: All parties on attached matrix