

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: : Chapter 11
: :
ONCO INVESTMENT COMPANY, et al., : Case No. 04-10558 (JBR)
: (Jointly Administered)
Debtors. :
: **Objection Deadline: 3/2/05 at 4:00 p.m.**
: **Hearing Date: To be scheduled by the Debtors.**

NOTICE OF APPLICATION

TO: U.S. Trustee, counsel to the Debtors, counsel to the Official Committee of Unsecured Committee, and counsel to Debtor's primary post-petition secured lenders.

Goodwin Procter LLP, predecessor counsel to the Ad Hoc Committee of Senior Secured Noteholders of Oglebay Norton Company, (hereinafter referred to as "Applicant") has filed its **Request for Compensation for Services Rendered and for Reimbursement of Expenses as Predecessor Counsel to the Ad Hoc Committee of Senior Secured Noteholders for the Period January 1, 2004 Through March 15, 2004** (the "Application").

You are required to file a response to the Application on or before **March 2, 2005 at 4:00 p.m. (Prevailing Eastern Time)**.

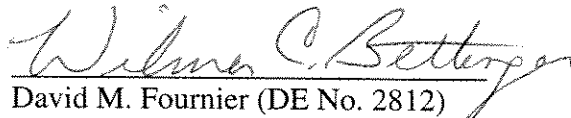
At the same time, you must also serve a copy of the response upon Applicant:

Emanuel C. Grillo, Esq.
Goodwin Procter LLP
599 Lexington Avenue
New York, New York 10022

A HEARING ON THE APPLICATION WILL BE SCHEDULED at the Court's convenience before the Honorable Joel B. Rosenthal, United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: February 10, 2005


David M. Fournier (DE No. 2812)
Wilmer C. Bettinger (DE No. 359)
PEPPER HAMILTON LLP
Hercules Plaza
1313 Market Street, Suite 5100
Wilmington, Delaware 19801
(302) 777-6500

and

Emanuel C. Grillo, Esq.
GOODWIN PROCTER LLP
599 Lexington Avenue
New York, New York 10022
(212) 813-8880

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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|---|---|-------------------------|
| In re | : | Chapter 11 |
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| | : | |
| ONCO INVESTMENT COMPANY., | : | Jointly Administered |
| a Delaware corporation, <i>et al.</i> , | : | Case No. 04-10558 (JBR) |
| | : | |
| | : | |
| Debtors. | : | |

**REQUEST OF GOODWIN PROCTER LLP
FOR COMPENSATION FOR SERVICES RENDERED AND FOR
REIMBURSEMENT OF EXPENSES AS PREDECESSOR COUNSEL TO
THE AD HOC COMMITTEE OF SENIOR SECURED NOTEHOLDERS FOR
THE PERIOD JANUARY 1, 2004 THROUGH MARCH 15, 2004**

| | |
|---|--|
| Name of Applicant: | Goodwin Procter LLP |
| Authorized to Provide Professional Services to: | Ad Hoc Committee of Senior Secured Noteholders |
| Date of Retention: | N/A |
| Period for which compensation and reimbursement is sought: | January 1, 2004 – March 15, 2004 |
| Amount of compensation sought as actual, reasonable and necessary: | \$186,979.50 |
| Amount of expense reimbursement sought as actual, reasonable and necessary: | \$6,283.20 |

This is a(n) monthly interim final request for payment pursuant to plan.

| Name of Professional Person | Position of the Applicant | Total Billed Hours |
|-----------------------------|---------------------------|--------------------|
| John LeClaire | Partner | 1.2 |
| William Whitledge | Partner | 0.8 |
| Michael Pappone | Partner | 52.0 |
| Steven Ellis | Partner | 9.4 |
| Andrew Sucoff | Partner | 0.3 |
| Emanuel Grillo | Partner | 54.3 |
| Scott Webster | Partner | 0.1 |
| Karen Turk | Associate | 31.5 |
| Enrique Colbert | Associate | 76.5 |
| Derek Steingarten | Associate | 50.6 |
| Anna Dodson | Associate | 56.1 |
| Shachar Hadar | Associate | 64.2 |
| Eric Collins | Associate | 15.3 |
| C. Lu | Paralegal | 30.6 |
| Total | | 442.90 |

EXPENSE SUMMARY

| Expense Category | Costs |
|---|-------------------|
| Duplicating | \$678.60 |
| Toll Calls | \$237.90 |
| Fax Transmission | \$401.00 |
| Postage | \$21.37 |
| Express Delivery | \$67.98 |
| Secretarial Overtime | \$700.00 |
| Travel | \$892.47 |
| Document Printing | \$165.30 |
| Docket Updates and Related Outside Search Service | \$2,691.10 |
| Legal Research | \$427.48 |
| Total: | \$6,283.20 |

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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| In re | : | Chapter 11 |
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| ONCO INVESTMENT COMPANY., | : | Jointly Administered |
| a Delaware corporation, <i>et al.</i> , | : | Case No. 04-10558 (JBR) |
| | : | |
| Debtors. | : | Objection Deadline: February 28, 2005, at 4:00 p.m. (ET) Hearing Date: Only if objections are filed |

**REQUEST OF GOODWIN PROCTER LLP
FOR COMPENSATION FOR SERVICES RENDERED AND FOR
REIMBURSEMENT OF EXPENSES AS PREDECESSOR COUNSEL TO
THE AD HOC COMMITTEE OF SENIOR SECURED NOTEHOLDERS FOR
THE PERIOD JANUARY 1, 2004 THROUGH MARCH 15, 2004**

Pursuant to Article XIII, Section B.3.c. of that certain Second Amended Joint Plain of Reorganization, dated July 30, 2004, the law firm of Goodwin Procter LLP hereby applies for an order awarding it reasonable compensation for professional legal services rendered as counsel to the Ageng (as defined below) and the Ad Hoc Committee of Senior Secured Noteholders (the "Ad Hoc Committee") in the amount of \$186,979.50, together with reimbursement for actual and necessary expenses incurred in the amount of \$6,283.20 for the period January 1, 2004 through March 15, 2004 (the "Fee Period")¹. In support of this Request, Goodwin Procter respectfully represents as follows:

INTRODUCTION

1. As this Court is aware, pursuant to the terms of that certain Note Purchase Agreement, dated as of October 25, 2002 (the "Senior Secured Note Purchase Agreement"), the Debtors issued the Senior Secured Notes in the aggregate principle amount of \$75,000,000 to the Senior Secured Noteholders. Pursuant to the terms of that Senior Secured Note Purchase Agreement, The 1818

¹ The fees and expenses requested herein are not duplicative of any amounts previously paid by the Debtors.

Mezzanine Fund, L.P. acted as the agent (the "Agent") for the Senior Secured Noteholders and Goodwin Procter LLP served as its counsel.

2. In the period of time leading up to the Petition Date in these chapter 11 cases, Goodwin Procter acted as counsel to the Agent and to certain of those Senior Secured Noteholders that ultimately became part of the Ad Hoc Committee. Pursuant to the terms of the Note Purchase Agreement, the Agent and the Senior Secured Noteholders were entitled to, among other things, payment or reimbursement of the attorneys' fees and expenses incurred by the Agent and the Noteholders.

3. The confirmed Plan of Reorganization (the "Plan") in these chapter 11 cases provided in Article III, Section B.3.c. of the Plan provides in pertinent part:

[T]o the extent that attorneys' fees and expenses for the Ad Hoc Noteholders Committee and/or any predecessor thereto remain outstanding as of the Effective Date, such attorneys may submit a request for payment of such reasonable fees and expenses as follows: (i) such attorneys shall provide reasonable detail in support of their respective Claims to the parties identified in Section XIII.G no later than ten days after the Effective Date; (ii) such parties shall have the right to File objections to such Claims based upon a "reasonableness" standard and/or the terms of the Old Senior Secured Notes and the Old Senior Secured Notes Purchase Agreement within 20 days after receipt of supporting documentation; and the Reorganized Debtors shall pay any such Claims by the later of (A) 30 days after the receipt of supporting documentation from such attorneys or (B) ten Business Days after the resolution of any objections to the Claims of such attorneys.

PAYMENTS RECEIVED IN RESPECT OF THE REQUEST FOR PAYMENT

4. On the Effective Date of the Plan, the Debtors advanced to Goodwin Procter funds by wire transfer in the amount of \$287,784.69, based upon what Goodwin Procter represented to the Debtors' attorneys could be outstanding to it and to the Agent and other former holders of the Senior Secured Notes. After reconciliation of the records of Goodwin Procter, the Agent and the other former holder in question, the correct amount outstanding now is \$193,262.70 and thus, Goodwin Procter will return to the Debtors an amount equal to \$94,521.99 representing an excess over and above the amount Goodwin Procter believes is due and owing (subject, of course, to the right of the appropriate parties to object to the fees and expenses requested).

SUMMARY OF SERVICES RENDERED

5. The services rendered by Goodwin Procter related to a number of different projects during the period both pre-petition and, for a limited period of time, postpetition for which it is seeking compensation and reimbursement of expenses. Goodwin Procter was requested to examine a variety of issues in the period leading up to the commencement of the chapter 11 cases including with respect to (i) the propriety of the prepayment premium; (ii) the rights of the Senior Secured Noteholders to adequate protection in connection with the Debtors' use of its collateral during the chapter 11 cases and the related rights and obligations of the Senior Secured Noteholders with respect to the other creditor constituencies in these chapter 11 cases; (iii) the effect of asbestos claims on the Debtors, if any, and certain regulatory issues; and (iv) general administrative issues affecting the Agent and the Senior Secured Noteholders.

6. Goodwin Procter has attached as Exhibit A to this Request, copies of the original invoices issued to the Agent in respect of the amounts requested containing the detailed time entries for these matters. Two of the invoices were prepared directly for the Agent and the third was prepared for the Ad Hoc Committee.

DISBURSEMENTS

7. Goodwin Procter has incurred out-of-pocket disbursements during the Fee Period in the amount of \$6,283.20. This disbursement sum is broken down into categories of charges including computerized legal research, couriers, in house reproduction, outside background research, postage, reproduction, telecopy and telephone expenses. A summary of the expenses incurred for the Fee Period may be found in Exhibit B attached hereto. Following the summary is an itemization of expenses within each expense category, as required by Del. Bankr. LR 2016(e)(ii).

8. Pursuant to Del. Bankr. LR 2016-2(e)(iii), Goodwin Procter represents that (i) its rate for duplication is \$.10 per page, (ii) its effective rate for outgoing telecopier transmissions is \$1.00 per page

(excluding related long distance transmission charges), (iii) there is no charge for incoming telecopier transmissions, and (iv) there is no surcharge for computerized research.

VALUATION OF SERVICES

9. Professionals of Goodwin Procter have expended a total of 442.90 hours in connection with this matter during the Fee Period.

10. The nature of the work performed by these individuals is fully set forth in the attachments hereto. These are Goodwin Procter's normal hourly rates for work of this character. The reasonable value of the services rendered by Goodwin Procter during the Fee Period is \$186,979.50.

11. Goodwin Procter believes that the time and fee entries included in Exhibit A attached hereto are in compliance with the requirements of Del. Bankr. LR 2016-2.

12. In accordance with the factors enumerated in Section 330 of the Bankruptcy Code, the amount requested is fair and reasonable given (a) the complexity of this case, (b) the time expended, (c) the nature and extent of the services rendered, (d) the value of such services, and (e) the costs of comparable services other than in a case under this title.

WHEREFORE, Goodwin Procter requests that allowance be made to it in the sum of \$186,979.50 as compensation for necessary professional services rendered to the Agent and the Ad Hoc Committee during the Fee Period, and the sum of \$6,283.20 for reimbursement of actual and necessary costs and expenses incurred during that period and further requests such other and further relief as this Court may deem just and proper.

Dated: New York, New York
February 10, 2005

GOODWIN PROCTER LLP

Emanuel C. Grillo
599 Lexington Avenue
New York, NY 10022
Telephone: 212-813-8880
Facsimile: 212-355-3333

/s/ Emanuel C. Grillo