



AGREEMENT AND RELEASE

(NIPPON ELECTRIC GLASS OHIO, INC. and GRUPO NACIONAL PROVINCIAL, S.A./TOKIO MARINE COMPANIA DE SEGUROS, S.A. DE C.V.)

This Agreement and Release (the "Agreement") is entered into as of August 26, 2005 by and between Nippon Electric Glass Ohio, Inc. ("NEG Ohio"), on the one hand, and Grupo Nacional Provincial, S.A. ("GNP") and Tokio Marine Compania de Seguros, S.A. de C.V. ("TMC"), on the other hand.

Recitals

A. On or about September 1, 2004, NEG Ohio filed for Chapter 11 protection under the United States Bankruptcy Code in *In re Nippon Electric Glass Ohio, Inc.*, Case No. 04-63851 (the "Bankruptcy Case"), which case is pending in the United States Bankruptcy Court for the Southern District of Ohio (the "Bankruptcy Court").

B. On or about October 7, 2004, a fire occurred at the warehouse and manufacturing building owned by NEG Ohio's subsidiary, Nippon Electric Glass Mexico, S.A. de C.V. ("NEG Mexico") in Mexicali, Baja California (the "Fire"). As a result of the Fire, NEG Ohio incurred certain damage and loss, including, without limitation, destruction and loss of inventory and equipment, costs of debris removal, liability to third parties for losses caused by the Fire, and other consequential damages (collectively, the "Fire Losses"). The claims made by third parties for losses related to the Fire include claims by Sony Electronics, Inc. ("Sony") and Thomson Displays Mexicana S.A. de C.V. ("Thomson") for loss of inventory and related expenses.

C. NEG Ohio, together with NEG Mexico, are the named insureds under a policy, Policy No. 1351105 (the "Policy"), issued by GNP (70%) and TMC (30%) on January 21, 2004, with a policy period of December 31, 2003 through December 31, 2004, which, among other coverages, insures NEG Ohio for losses resulting from fire and other casualties.

D. NEG Ohio has presented a claim to GNP and TMC under the Policy for its Fire Losses and GNP and TMC have reviewed the claim. NEG Ohio and GNP and TMC desire to and have agreed to settle all claims by NEG Ohio under the Policy for losses related to, arising out of, or resulting from the Fire, on the terms set forth in this Agreement.

WHEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

Agreement

1. Payment. GNP and TMC agree to pay to NEG Ohio, and NEG Ohio agrees to accept from GNP and TMC, the amount of U.S. \$9,167,940 (the "Payment") in full satisfaction of all losses and damage incurred by NEG Ohio related to, arising out of, or resulting from the Fire, whether known or unknown. It is expressly understood that the payment above is

comprised of \$8,793,244.90 to NEG Ohio, that NEG Ohio has/will pay Thomson \$120,864.00 and that NEG Ohio has/will pay Sony \$253,831.15. NEG Ohio acknowledges that \$1,500,000 of the Payment has already been paid to and received by NEG Ohio. The balance of the Payment, \$7,667,940, shall be paid to NEG Ohio within 10 days after entry of an order of the Bankruptcy Court in the Bankruptcy Case approving this Agreement and authorizing GNP and TMC to make the payment to NEG Ohio. This is a final payment and GNP nor TMC will never pay NEG Ohio any more monies, whatsoever, for any claims, causes of actions, demands, suits or the like in any way arising out of the Fire.

2. Sony and Thomson Losses. As indicated above, the Payment includes amounts to be paid on account of claims of Sony and Thomson for loss of inventory and related expenses resulting from the Fire. NEG Ohio has entered into agreements with Sony and Thomson for settlement of their claims resulting from the Fire, and upon receipt of the Payment from GNP and TMC, NEG Ohio will make payment to Sony and Thomson in accordance with NEG Ohio's agreements with Sony and Thomson.

3. NEG Mexico Losses. The Payment does not include any amounts to be paid on account of claims of NEG Mexico for its losses resulting from the Fire. Contemporaneous with this Agreement, GNP and TMC have entered into a separate agreement with NEG Mexico for satisfaction of its claims arising out of the Fire.

4. Releases. Except for the obligations provided in this Agreement and effective upon NEG Ohio's receipt of the full amount of the Payment, NEG Ohio releases and forever discharges GNP and TMC and their successors, predecessors, officers, directors, employees, attorneys, agents and representatives, from any and all claims, rights, demands, causes of action, suits, obligations, damages and liabilities whatsoever, whether legal or equitable, whether in contact or in tort known or unknown, matured or unmatured, which NEG have or may have against the released parties arising out of, related to or resulting from the Fire.

5. Indemnity Provision. NEG Ohio, its subsidiaries, successors, predecessors, officers, directors, employees, agents, and representatives, further agree to DEFEND, INDEMNIFY, and Hold Harmless GNP and TMC, absolutely and in all events from any further payment of any monies for whatever reason, including damages, debts, liens, charges, claims of any type, and expenses of any character arising out of, or in any manner connected with the Fire including, but not limited to, the liability for the payment of any monies whatsoever by reason of any claims or any causes of action filed by or against NEG Ohio or any other corporation, company, partnership, limited partnership, sole proprietorship, or any other any type of business entity, including any counter claims, cross claims, third party claims, subrogation actions, actions for recovery for any amounts whatsoever arising out of or in any manner connected with the previously described Fire regardless of whether those claims, actions, causes of actions, suits, or the like are occasioned, brought about, caused by, attributable in whole or in part to the sole, concurrent, comparative, joint or gross negligence of NEG Ohio or of any third party, by defect in the premises, equipment or material, or for whatever cause.

6. Bankruptcy Court Approval. This Agreement shall be subject to approval of the Bankruptcy Court in the Bankruptcy Case. NEG Ohio agrees to act promptly and use its best

efforts to seek Bankruptcy Court approval of this Agreement. In the event that the Bankruptcy Court does not approve this Agreement for any reason, this Agreement shall terminate and be of no force and effect, and both parties shall be restored to their respective positions as if the Agreement had not been executed.

7. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties pertaining to the subject of this Agreement and supersedes and replaces all prior and contemporaneous negotiations, agreements and proposed agreements, written or oral. This Agreement may be modified only by a writing signed by each of the parties.

8. Assignment; Successors and Assigns. Each party represents that it has not previously assigned any claims or rights released by that party pursuant to this Agreement. This Agreement shall inure to the benefit of and be binding on each of the parties hereto and on their successors and assigns.

9. Further Acts. The parties agree to execute all documents and perform all acts reasonably necessary to carry out the purpose and intent of this Agreement.

10. Drafted by All Parties. This Agreement shall be deemed to have been jointly drafted by all parties, and no provision thereof shall be construed in favor of or against any party as the party responsible for any particular language in this Agreement.

11. Spanish Translation. At the request of any party, this Agreement may be translated into Spanish and a Spanish version of the Agreement may be signed by the parties. In the event of any discrepancy or disagreement between the English version and Spanish version, the English version shall control.

12. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or by electronic delivery shall be deemed to be an original. This Agreement shall be deemed to have been executed when all parties have signed and delivered the same or separate copies thereof.

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WHEREFORE, this Agreement was executed by each of the parties as of the date stated in the first paragraph.

NIPPON ELECTRIC GLASS OHIO, INC.

By: _____

Print Name: _____

Title: _____

TOKIO MARINE COMPANIA DE SEGUROS, S.A. DE C.V.

By: SH _____

Print Name: SHINICHI HARA

Title: DIRECTOR GENERAL

GRUPO NACIONAL PROVINCIAL, S.A

By: _____

Print Name: FELIX TELLEZ FABIANI

Title: SUBDIRECTOR DE SINIESTROS

APPROVAL OF NEG MEXICO

Nippon Electric Glass Mexico, S.A. de C.V., as insured under the Policy, approves of and agrees with the payment to be paid by Grupo Nacional Provincial, S.A. and Tokio Marine Compania de Seguros, S.A. de C.V. to Nippon Electric Glass Ohio, Inc., as set forth in the above Agreement and Release.

NIPPON ELECTRIC GLASS MEXICO, S.A. DE C.V.

By: _____

Print Name: _____

Title: _____

WHEREFORE, this Agreement was executed by each of the parties as of the date stated in the first paragraph.

NIPPON ELECTRIC GLASS OHIO, INC.

GRUPO NACIONAL PROVINCIAL, S.A

By: K. Takeda 29/aug/05

By: _____

Print Name: KATSUO TAKEDA

Print Name: _____

Title: PRESIDENT

Title: _____

TOKIO MARINE COMPANIA DE SEGUROS, S.A. DE C.V.

By: _____

Print Name: _____

Title: _____

APPROVAL OF NEG MEXICO

Nippon Electric Glass Mexico, S.A. de C.V., as insured under the Policy, approves of and agrees with the payment to be paid by Grupo Nacional Provincial, S.A. and Tokio Marine Compania de Seguros, S.A. de C.V. to Nippon Electric Glass Ohio, Inc., as set forth in the above Agreement and Release.

NIPPON ELECTRIC GLASS MEXICO, S.A. DE C.V.

By: K. Takeda 29/aug/05

Print Name: KATSUO TAKEDA

Title: PRESIDENT