



**AGREEMENT AND RELEASE**  
**(NEG Ohio - Sony Electronics)**

This Agreement and Release (the "Agreement") is entered into as of June \_\_, 2005 by and between Nippon Electric Glass Ohio, Inc. ("NEG Ohio") and Sony Electronics Inc. ("Sony").

**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, pending in the United States Bankruptcy Court for the Southern District of Ohio (the "Bankruptcy Case").

B. On or about October 7, 2004, a fire occurred at the warehouse and manufacturing facilities owned by NEG Ohio's subsidiary in Mexicali, Mexico (the "Fire"). At the time of the Fire, Sony had inventory, consisting of neckless funnels and packaging, located at the warehouse pursuant to certain contractual arrangements with NEG Ohio. The Sony inventory was totally destroyed by the Fire.

C. Sony has made a claim against NEG Ohio for loss and damage suffered by Sony as a result of the Fire, including loss of inventory and transportation costs.

D. NEG Ohio and Sony desire to and have agreed to settle all claims by Sony against NEG Ohio 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.** NEG Ohio shall pay to Sony the amount of U.S. \$253,838.15 (the "Payment") in full satisfaction of all claims of Sony for damages and losses related to, arising out of, or resulting from the Fire. The Payment shall be made within 10 days after entry of an order of the Bankruptcy Court in the Bankruptcy Case approving this Agreement and authorizing NEG Ohio to make the Payment.

2. **Release.** Effective upon receipt of the Payment, Sony releases and forever discharges NEG Ohio and any successors, predecessors, direct and indirect parents and their direct and indirect subsidiaries, divisions, affiliates, officers, directors, employees, attorneys, agents and representatives thereof, from any and all claims, demands, causes of action, obligations, damages and liabilities whatsoever, whether legal or equitable, known or unknown, matured or unmatured, that Sony has or may have against the released parties related to, arising out of, or resulting from the Fire.

3. 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.

4. Applicable Law; Jurisdiction This Agreement shall be deemed to have been executed in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California without regard to its choice of law principles. The parties consent to and submit to the jurisdiction of the federal and state courts located in the State of California, and any action or suit under this Agreement shall only be brought in a federal or state court with jurisdiction in the State of California.

5. 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.

6. 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 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.

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: KATSUO TAKEEDA

Title: President

SONY ELECTRONICS INC.

By: 

Print Name: Akihide Madenokoji

Title: Sr. Vice President