

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re: : Chapter 11
: :
NIPPON ELECTRIC GLASS : Case No. 04-63851
OHIO, INC., : :
: :
Debtor. : Judge John E. Hoffman, Jr.

**AFFIDAVIT OF KENNETH R. COOKSON IN SUPPORT OF APPLICATION FOR AN
ORDER AUTHORIZING EMPLOYMENT OF KEGLER BROWN HILL & RITTER AS
LOCAL COUNSEL FOR NIPPON ELECTRIC GLASS OHIO, INC., DEBTOR AND
DEBTOR IN POSSESSION**

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The undersigned, being first duly sworn, states as follows:

1. I am an attorney at law duly licensed and in good standing to practice law in the State of Ohio and am a director in the law firm of Kegler, Brown, Hill & Ritter Co., L.P.A. (“Kegler Brown”). I offer this Affidavit pursuant to 11 U.S.C. § 327, Rule 2014 of the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rule 2014-1, and in support of the Application of Nippon Electric Glass Ohio, Inc., debtor and debtor in possession (the “Debtor”) to employ Kegler Brown as its local bankruptcy counsel (the “Application”).

2. Kegler Brown is a 64 lawyer full service law firm and has, in particular, extensive experience in complex Chapter 11 reorganization cases, including the representation of debtors, creditors and creditors’ committees in significant cases in the Southern District of Ohio, the Northern District of Ohio and elsewhere. As such, Kegler Brown is well-qualified to represent the Debtor in these proceedings.

Scope of Services

3. In connection with Kegler Brown's representation of the Debtor in this Chapter 11 case, and in coordination with Morrison & Forester LLP ("Morrison"), the services provided by Kegler Brown may include the following:

- a. Serve as local bankruptcy counsel;
- b. Advise the Debtor with respect to its powers and duties as a debtor and debtor-in-possession in the continued management and operation of its business and properties;
- c. Advise and consult on the conduct of the case, including all of the legal and administrative requirements of operating in Chapter 11;
- d. Deal with parties in interest and their attorneys and agents as is necessary during the pendency of the case;
- e. Prepare motions, applications, answers, orders, reports and papers necessary to the administration of the estate;
- f. Prepare pleadings and orders related to the plan of reorganization and take action as necessary to obtain confirmation of a plan of reorganization;
- g. Take action as necessary to protect and preserve the Debtor's estate, including prosecuting actions on its behalf, defending actions commenced against the estate, and objecting to claims filed against the estate; and
- h. Perform all other necessary legal services and provide all other necessary legal advice to the Debtor.

4. While certain aspects of Kegler Brown's representation may involve joint efforts with Morrison, the Debtor's general bankruptcy counsel, the Debtor believes Kegler Brown's

services will be complimentary too, rather than duplicative of, the services Morrison will provide. Further, the Debtor is mindful of the need to avoid duplication of services, and appropriate procedures will be implemented to ensure minimal duplication of effort, if any, as a result of Kegler Brown's role as local bankruptcy counsel.

5. Subject to the Court's approval of the Application, Kegler Brown is willing to serve as the Debtor's local bankruptcy counsel and perform the services described above.

Additional Disclosures

6. Kegler Brown has conducted a conflict of interest survey covering the Debtor's creditors and potential parties in interest, as provided by the Debtor and Morrison. On the basis of the survey results, to the best of my knowledge, information and belief, Kegler Brown has not represented any creditor, equity security holder or other party in interest in matters involving the Debtor or in connection with this proceeding.

7. Approximately ten (10) years ago, an attorney at Kegler Brown, who has now relocated his practice, represented Techneglas, Inc., an affiliate of the Debtor, in discrete matters wholly unrelated to this Chapter 11 case. That representation ended approximately 10 years ago. Kegler Brown does not believe any conflict exists with respect to this prior representation of Techneglas, Inc.

8. As required by section 327 of the Bankruptcy Code, neither Kegler Brown nor any attorney at Kegler Brown holds or represents an interest adverse to the Debtor or its estate with respect to the matters on which Kegler Brown is to be retained. Kegler Brown has no relationship with the office of the United States Trustee nor with any person employ in the office of the United States Trustee. Kegler Brown has no individuals within its firm that are a relative

of the bankruptcy judge or so connected as to render its employment improper. Kegler Brown is disinterested within the meaning of 11 U.S.C. § 101(14).

9. Kegler Brown will continue to review its records to ensure that no conflicts or disqualifying circumstances exist or arise. If any previously undiscovered facts or circumstances are discovered, Kegler Brown will supplement its disclosure to the Court.

Professional Compensation

10. The Debtor paid a retainer (the “Retainer”) for professional services to be rendered and charges and disbursements to be incurred on behalf of the Debtor by Kegler Brown in connection with the services described in this Application. The Retainer is in the amount of \$50,000 and was received by Kegler Brown, by wire transfer, on September 1, 2004, before the filing of the voluntary petition. The Debtor and Kegler Brown agree that the Retainer will be used to pay for professional services rendered and charges and disbursements incurred by Kegler Brown for work immediately preceding and following the Petition Date. The Debtor has paid no other retainer to Kegler Brown within one year of the Petition Date.

11. Kegler Brown has not provided services to or received payment of fees and expenses from the Debtor, except as otherwise set forth herein, within one year of the Petition Date.

12. The hourly rates Kegler Brown proposes to charge for its professional services are its customary hourly rates. The hourly rates are subject to periodic increases from time to time and Kegler Brown reviews its hourly rates on an annual basis. The customary hourly rates which Kegler Brown proposes to charge for services in this case are currently as follows:

Kenneth R. Cookson	\$280.00
Larry J. McClatchey	\$285.00
Lisa M. Diem	\$205.00
Other directors	\$225.00 - \$275.00

Other associates	\$150.00 - \$205.00
Paralegals	\$75.00 - \$85.00

Any revisions to the above-referenced rates will be brought to the attention of the Court by supplemental disclosure or by such other means as the Court may direct.

13. Kegler Brown's hourly rates are set at a level designed to compensate it fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and may be adjusted by Kegler Brown from time to time. It is Kegler Brown's policy to charge its clients in all areas of practice for all other expenses incurred in connection with a client's matter. The expenses generally charged to clients include, without limitation, photocopy charges, witness fees, travel expenses, certain secretarial and other overtime expenses, filing and recording fees, long distance telephone calls, postage, express mail and messenger charges, computerized legal research charges and other computer services, expenses for "working" meals, and telecopier charges. Kegler Brown will charge the Debtor for these expenses in a manner and at rates consistent with charges generally made to other clients.

14. Kegler Brown intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in this Chapter 11 case in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the local rules and orders of this Court. Kegler Brown will seek compensation for the services of each attorney and paraprofessional acting on behalf of the Debtor in this case at the then-current standard rate charged for such services on a non-bankruptcy matter. Subject to Court approval of the Motion for an Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals (the "Compensation Procedures Motion"), Kegler Brown will, on a monthly basis, supply to the Debtor, counsel for the Debtor, the United States

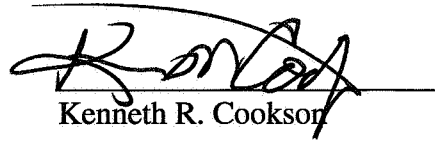
Trustee, members of any committee of unsecured creditors, counsel for any committee, and all other persons requesting notice in this case, subject to limited notice, monthly itemized statements detailing the services performed and expenses incurred in connection with its representation of the Debtor. The Debtor, subject to Court approval of the Application, seeks authority for Kegler Brown to apply payments in the amount of eighty percent (80%) of its fees and services and one hundred percent (100%) of its expenses on a monthly basis upon submission of the above-referenced monthly itemized statement. Kegler Brown understands that all monthly payments are subject to repayment and to final approval by the Court upon the interim and final fee applications.

15. Kegler Brown has agreed to accept as compensation such sums as may be allowed by the Court on the basis of the professional time spent, the rates charged for such services, the necessity of such services to the administration of the estate, the reasonableness of the time within which the services were performed in relation to the results achieved, and the complexity, importance, and nature of the problems, issues or tasks addressed in this Chapter 11 case.

16. Neither I, Kegler Brown nor any director or associate hereof, has received or been promised any compensation for legal services rendered or to be rendered in connection with this case, except as permitted by the Title 11 of the United States Code and as disclosed in the Application and filed concurrently herewith. Kegler Brown has not agreed to share compensation received in connection with these cases with any other person, except as permitted by 11 U.S.C. § 504(b) and Rule 2016 of the Federal Rules of Bankruptcy Procedure in respect of the sharing of compensation among members of the firm.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the following is true and correct.

AFFIANT FURTHER SAYETH NAUGHT.


Kenneth R. Cookson

Sworn to before me and subscribed in my presence this 10th day of September, 2004.


Notary Public



ANN M. KRAI
Notary Public, State of Ohio
My Commission Expires 06-09-08