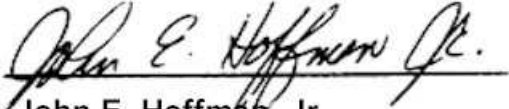


**This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.**

**IT IS SO ORDERED.**

**Dated: September 27, 2004**

  
John E. Hoffman, Jr.  
United States Bankruptcy Judge

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

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

**ADMINISTRATIVE ORDER ESTABLISHING PROCEDURES FOR INTERIM  
COMPENSATION AND REIMBURSEMENT OF EXPENSES OF PROFESSIONALS**

Upon the Motion (the “Motion”)<sup>1</sup> of Nippon Electric Glass Ohio, Inc. (the “Debtor”), debtor and debtor in possession, seeking an order establishing procedures for interim compensation and reimbursement of expenses of Professionals [Docket No.19]; and it appearing that the relief requested is essential to the continued operation of the Debtor’s business and is in the best interest of the Debtor’s estate and creditors; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this Motion is a core proceeding pursuant to 28 U.S.C. §§ 157; and adequate notice of the Motion

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<sup>1</sup> Capitalized terms used but not defined herein shall have the same meanings given to them in the Motion.

having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED that:

1. The Motion, served on September 10, 2004 by regular U.S. Mail, postage prepaid upon the United States Trustee, the Debtor's largest unsecured creditors and other parties requesting notice, and heard upon expedited hearing on September 23, 2004, is granted.

2. Except as otherwise provided in an order of the Court authorizing the retention of a particular professional, the Professionals may seek interim payment of compensation and reimbursement of expenses in accordance with the Compensation Procedures attached hereto as Exhibit A.

3. The Debtor is authorized and empowered to take all actions and execute all documents or refrain from any actions necessary or appropriate to implement the relief granted in this Order.

4. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

5. Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

IT IS SO ORDERED.

Copies to: See Attached Service List

## EXHIBIT A

### **Compensation Procedures**

1. No later than the final business day of each month (beginning with October 29, 2004), each Professional seeking interim compensation will serve a monthly fee statement (the "Monthly Fee Statement") on (i) the officer designated by the Debtor to be responsible for such matters, (ii) counsel for the Debtor, (iii) counsel to all official committees appointed in this case, and (iv) the Office of the United States Trustee (collectively, the "Notice Parties"), for services rendered and reimbursement of expenses incurred during the immediately preceding month (the "Compensation Period"). The Monthly Fee Statement due on or about October 29, 2004, shall cover the period between the commencement of the case through September 30, 2004.

2. The Monthly Fee Statement need not be filed with the Court. Professionals still will be required to serve and file interim and final applications for approval of fees and expenses in accordance with relevant provisions of Title 11 of the United States Code (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), applicable law, and the Local Rules for the United States Bankruptcy Court for the Southern District of Ohio (the "Local Rules").

3. The Notice Parties shall have until twenty (20) days after service of a Monthly Fee Statement (the "Objection Deadline") to review the Monthly Fee Statement and raise objections thereto. Any objections to a Monthly Fee Statement must be served on the affected Professional and the other Notice Parties on or before the Objection Deadline. Any objections (each an "Objection") must be in writing and state the nature of the objection and the amount of fees or expenses at issue.

4. If no timely Objection is served regarding a Professional's Monthly Fee Statement, the Debtor shall be authorized to pay immediately to the applicable Professional, 80% of fees and 100% of expenses requested in the Monthly Fee Statement. If a timely Objection is served regarding a Professional's Monthly Fee Statement, the objecting party and the affected Professional may attempt to resolve the Objection on a consensual basis. If the parties are unable to resolve the Objection, the Court will consider and dispose of the Objection at the next interim or final fee application hearing. Pending resolution of any timely Objection, the Debtor shall be authorized to pay immediately to the applicable Professional the lesser of (i) 80% of the fees and 100% of the expenses requested in the Monthly Fee Statement and (ii) the aggregate amount of fees and expenses in the Monthly Fee Statement that are not subject of the Objection. After resolution of an Objection (either consensual or by the Court), the Debtor shall be authorized to pay immediately to the applicable Professional any additional allowed amounts consistent with the terms of the Compensation Procedures.

5. No later than January 14, 2005, and approximately every 120 days thereafter (each, an "Interim Fee Period"), each Professional shall file and serve an interim application for allowance of compensation and reimbursement of expenses, of the amounts sought in the Monthly Fee Statements served during such period (the "Interim Fee Application"). The Interim Fee Application must include a summary of the Monthly Fee Statements that are the subject of the request and any other information requested by the Court or required by law.

6. The service of an Objection in accordance with paragraph 3 shall not prejudice the objecting party's right to object to any Interim Fee Application made to the Court in accordance with the Bankruptcy Code on any ground whether raised in the Objection or not. Furthermore, the decision by any party to not object to a Monthly Fee Statement shall not be a waiver of any kind or prejudice that party's right to object to any Interim Fee Application subsequently made to the Court in accordance with the Bankruptcy Code.

7. An Interim Fee Application shall be filed and served no later than forty-five (45) days of the conclusion of the preceding an Interim Fee Period. The first Interim Fee Application shall cover the time between the commencement of this Chapter 11 case through and including November 30, 2004. Interim Fee Applications thereafter shall be filed and served as follows:

<u>For the period</u>	<u>Deadline for filing Interim Fee Applications</u>
12/1/04 thru 3/31/05	5/16/05
4/1/05 thru 7/31/05	9/14/05
8/1/05 thru 11/30/05	1/16/06

Any Professional who fails to file a Interim Fee Application when due will be ineligible to receive further interim payments of fees or expenses under the Compensation Procedures until such time as the Interim Fee Application is submitted.

8. The Debtor may request that a hearing on the Interim Fee Applications be held every three months or at such other intervals as the Court deems appropriate.

9. The pendency of an Objection to payment of compensation or reimbursement of expenses will not disqualify a Professional from future payment of compensation or reimbursement of expenses, unless the Court orders otherwise.

10. Neither the payment of, nor the failure to pay, in whole or in part, monthly compensation and reimbursement as provided herein shall have any effect on this Court's interim or final allowance of compensation and reimbursement of expenses of any Professionals.

11. All fees and expenses paid to Professionals are subject to disgorgement until final allowance by the Court.

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###

**CERTIFICATE OF SERVICE**District/off: 0648-2  
Case: 04-63851User: lamontt  
Form ID: pdf01Page 1 of 2  
Total Served: 37

Date Rcvd: Sep 28, 2004

The following entities were served by first class mail on Sep 30, 2004.

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 aty +Daniel A DeMarco, 3300 BP Tower, 200 Public Square, Cleveland, OH 44114-2316  
 aty Kristin E Richner, Squire, Sanders & Dempsey L.L.P., 41 S High Street, 1300 Huntington Center,  
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 aty +Patricia S Mar, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105-2432  
 ust +Asst US Trustee (Col), Office of the US Trustee, 170 North High Street, Suite 200,  
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 7536189 JAPAN BANK FOR INTERNATIONAL COOPERATION, 4-1, OHEMACHI 1-CHOME CHIYODA-KU,,  
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 7595451 NEXTEL COMMUNICATIONS, P.O. BOX 54977, LOS ANGELES, CA 90054-0977  
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NONE. TOTAL: 0

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Case: 04-63851

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Page 2 of 2  
Total Served: 37

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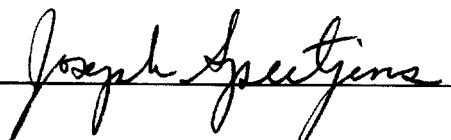
\*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

First Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 30, 2004

Signature:

A handwritten signature in black ink, reading "Joseph Speetjens", written over a horizontal line.