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**ATTORNEYS FOR THE DEBTORS  
AND DEBTORS-IN-POSSESSION**

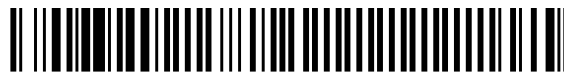
**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

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|                    |   |   |
|--------------------|---|---|
| In re:             | § | Chapter 11  |
| Vitro America, LLC | § | Case No. 11-32604-hdh-11                              |
| Debtor.            | § | (Jointly Administered Under Case No. 11-32600-hdh-11) |

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**DEBTOR'S AMENDMENT TO SCHEDULES OF ASSETS AND LIABILITIES**



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 AND DEBTORS-IN-POSSESSION**

**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE NORTHERN DISTRICT OF TEXAS  
 DALLAS DIVISION**

|                                      |   |   |
|--------------------------------------|---|---|
| In re:                               | § |   |
|                                      | § |   |
| VITRO ASSET CORP., et al.,           | § | Case No. 11-32600-hdh-11                            |
|                                      | § |   |
| Alleged Debtors.                     | § | Jointly Administered                                |
|                                      | § |   |
|                                      |   | Chapter 11  |
| In re: Vitro America, LLC            | § | Case No. 11-32602-hdh-11                            |
| In re: Super Sky Products, Inc.      | § | Case No. 11-32604-hdh-11                            |
| In re: Super Sky International, Inc. | § | Case No. 11-32605-hdh-11                            |
| In re: VVP Finance Corporation       | § | Case No. 11-32611-hdh-11                            |
| In re: VVP Holdings, LLC             | § | Case No. 11-33564-hdh-11                            |
| In re: VVP Funding Corporation       | § | Case No. 11-33161-hdh-11                            |
| Debtors. <sup>1</sup>                | § | Jointly Administered Under Case No. 11-32600-hdh-11 |

<sup>1</sup> The Debtors are: Vitro America, LLC (Case No. 11-32602), Super Sky Products, Inc. (Case No. 11-32604), Super Sky International, Inc. (Case No. 11-32605), VVP Finance Corporation (Case No. 11-32611), VVP Funding Corporation (Case No. 11-33161).

**GLOBAL NOTES AND STATEMENT OF  
LIMITATIONS, METHODOLOGY AND DISCLAIMERS  
REGARDING THE DEBTORS' SCHEDULES OF ASSETS  
AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

Vitro America, LLC ("*Vitro*") and certain of its subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (the "*Debtors*"), with the assistance of their advisors, have filed their respective Schedules of Assets and Liabilities (the "*Schedules*") and Statements of Financial Affairs (the "*Statements*") with the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "*Bankruptcy Court*"), pursuant to section 521 of title 11 of the United States Code (the "*Bankruptcy Code*") and Rule 1007 of the Federal Rules of Bankruptcy Procedure.

Ricardo Maiz has signed each of the Schedules and Statements on behalf of the Debtors. Mr. Maiz has signed the Schedules and Statements in his capacity of either Vice President of Finance of Vitro America, LLC, VVP Finance Corporation, VVP Funding Corporation, and VVP Holdings, LLC, and Secretary and Director of Super Sky International, Inc. and Super Sky Products, Inc. He is an authorized signatory for each of the Debtors. In reviewing and signing the Schedules and Statements, Mr. Maiz has necessarily relied upon the efforts, statements and representations of various personnel of the Debtors. Mr. Maiz has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors.

These Global Notes and Statement of Limitations, Methodology and Disclaimer Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (the "*Global Notes*") pertain to, are incorporated by reference in, and comprise an integral part of all of the Schedules and Statements. The Global Notes should be referred to and reviewed in connection with any review of the Schedules and Statements.<sup>2</sup>

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles ("*GAAP*"), nor are they intended to be fully reconciled to the financial statements of each Debtor. The Schedules and Statements contain unaudited information that is subject to further review and potential adjustment. The Schedules and Statements reflect the Debtors' reasonable best efforts to report the assets and liabilities of each Debtor on an unconsolidated basis.

In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial information, subsequent information or discovery may result in material changes to the

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<sup>2</sup> The Global Notes are in addition to the specific notes contained in each Debtor's Schedules and Statements. The fact that the Debtors have prepared a Global Note with respect to any of the Schedules and Statements and not to others should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Note to any of the Debtors' remaining Schedules and Statements.

Schedules and Statements. As a result, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend, supplement or otherwise modify the Schedules and Statements as is necessary and appropriate.

Nothing contained in the Schedules and Statements shall constitute a waiver of any of the Debtors' rights or an admission with respect to their chapter 11 cases, including, without limitation, any issues involving substantive consolidation, equitable subordination, defenses and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant nonbankruptcy laws.

**Description of Cases.** On November 17, 2010 (the "*Involuntary Petition Date*"), an Involuntary Petition was filed against the Debtors and certain of their affiliates. On April 6, 2011 (the "*Order for Relief Date*"), an order for relief was entered with respect to Debtors Vitro, Super Sky Products, Inc., Super Sky International, Inc., and VVP Finance Corporation, while on May 9, 2011, an order of relief was entered with respect to Debtor VVP Funding Corporation. An order for relief was entered with respect to Debtor VVP Holdings, LLC on June 2, 2011. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

**Reporting Date.** All descriptions of assets and liabilities on the Schedules and answers to questions on the Statements, except where otherwise noted, are reported as of the close of business on the Order for Relief Date. The Debtors' responses to the Statement questions are based on the both the Order for Relief Date and the Involuntary Petition Date. For example, questions on the Statements that request a year look back, are responded to from one day prior to the Order for Relief Date (April 5, 2011, May 9, 2011, or June 2, 2011) to one year prior to the Involuntary Petition Date (November 17, 2009).

**Recharacterization.** Notwithstanding the fact that the Debtors have used their reasonable best efforts to correctly characterize, classify, categorize or designate certain claims, assets, executory contracts, unexpired leases and other items reported in the Schedules and Statements, the Debtors nonetheless may have improperly characterized, classified, categorized, designated or omitted certain items. Thus, the Debtors reserve all rights to recharacterize, reclassify, recategorize, redesignate, add or delete items reported in the Schedules and Statements at a later time as is necessary and appropriate, as additional information becomes available, including, but not limited to, whether contracts listed herein were executory as of the Order for Relief Date or remain executory post-order for relief.

**Liabilities.** The liabilities listed on the Schedules do not reflect any analysis of claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all rights to dispute or challenge the validity of any claims asserted under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's claim. In addition, the Debtors reserve all rights to amend, supplement or otherwise modify the Schedules as is necessary and appropriate for any other reason.

**Book Value.** The Debtors have concluded, in the exercise of their business judgment, that it would be inefficient and costly to obtain current market valuations of their assets. Accordingly, unless otherwise noted, the value of each asset and liability reflects the book value of the asset or

liability according to the Debtors' accounting books and records. The Debtors reserve their rights to amend or adjust the value of each asset or liability set forth in the Schedules and Statements.

**Insiders.** For purposes of the Schedules and Statements, the Debtors define "insiders" pursuant to section 101(31) of the Bankruptcy Code as (a) directors; (b) officers; (c) shareholders holding in excess of 5% of the voting shares; (d) relatives of directors, officers or shareholders of the Debtors (to the extent known by the Debtors); and (e) Debtor/non-Debtor affiliates. The Debtors have defined "officers" as persons in control of the operations of the Debtors. The Debtors define "directors" as members of the board of directors of Vitro.

Persons listed as "insiders" have been included for informational purposes only. The Debtors do not take any position with respect to: (a) such person's influence over the control of the Debtors; (b) the management responsibilities or functions of such individual; (c) the decision-making or corporate authority of such individual; or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose.

**Intercompany Claims.** Receivables and payables among the Debtors in these chapter 11 cases and their affiliates (collectively, the "*Intercompany Claims*") are reported on the Debtors' Schedule B and Schedule F, respectively. These Intercompany Claims have been listed as of close of business on April 6, 2011, April 30, 2011 or May 31, 2011. The listing of these amounts is not and shall not be construed as an admission of the characterization of such balances as debt, equity or otherwise. Intercompany Claims represent all transactions between affiliate debtor and non-debtor entities including cash and non-cash transactions.

**Intellectual Property Rights.** Exclusion of certain intellectual property from the Schedules shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated or otherwise expired by their terms or have been assigned or otherwise transferred pursuant to a sale, acquisition or other transaction. Conversely, inclusion of certain intellectual property on the Schedules shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated or otherwise expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition or other transaction. The Debtors have made diligent efforts to attribute intellectual property to the rightful Debtor entity; however, in some instances intellectual property owned by one Debtor entity may, in fact, be owned by another. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

**Classifications.** Listing a claim on (1) Schedule D as "secured," (2) Schedule E as "priority," (3) Schedule F as "unsecured" or listing a contract on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' right to recharacterize or reclassify such claim or contract.

**Claims Description.** The Debtors have made reasonable efforts to properly classify each claim as "contingent" ("*C*"), "unliquidated" ("*U*") or "disputed" ("*D*"). Claim amounts that could not be fairly quantified by the Debtors are scheduled as "undetermined" and with a C, U, and/or D notation, as is deemed appropriate given the individual circumstances. Any failure to designate a

claim on the Debtors' Schedules as C, U and/or D does not constitute an admission by the Debtors that such claim is not "contingent," "unliquidated" or "disputed." The Debtors reserve the right to dispute or to assert offsets or defenses to any claim reflected on its Schedules and Statements as to amount, liability, priority, status or classification or to otherwise subsequently designate any claim as "contingent", "unliquidated" or "disputed."

**Causes of Action.** Despite their reasonable best efforts, the Debtors may not have identified and/or set forth all of their causes of action (filed or potential) against third parties as assets in their Schedules and Statements. The Debtors reserve all rights with respect to any causes of action and nothing in the Global Notes or the Schedules and Statements shall be deemed a waiver of any such causes of action.

**Confidentiality.** Addresses of current and former employees of the Debtors are generally not included in the Schedules and Statements. The Debtors will mail any required notice or other documents to the address listed in their books and records for such individuals.

**Excluded Assets and Liabilities.** The Debtors have excluded certain categories of assets and liabilities from the Schedules and Statements such as goodwill, business licenses, capital lease assets under GAAP and permits, de minimis deposits and certain accrued liabilities including, without limitation, accrued salaries and employee benefits, tax accruals, and accrued accounts payable. Other immaterial assets and liabilities may also have been excluded. The Debtors have not set forth executory contracts as assets in their Schedules and Statements. The Debtors' executory contracts and unexpired leases have been set forth in Schedule G.

The Debtors have obtained Bankruptcy Court authorization to honor and/or pay certain pre-order for relief claims including, but not limited to, outstanding pre-order for relief wages to current employees and certain outstanding pre-order for relief taxes. Accordingly, these liabilities have been or will be satisfied and are not listed in the Schedules and Statements.

**Property and Equipment.** The Debtors lease furniture, fixtures and equipment from certain third-party lessors. Any such leases are not set forth as assets on the Schedules and Statements. Nothing in the Schedules and Statements is or shall be construed as an admission regarding any determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to any such issue.

**Totals.** All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements and exclude items identified as "undetermined." To the extent that there are unknown or undetermined amounts, the actual total may be materially different from the listed total.

**Liens.** Unless otherwise noted, property and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.

**Schedule D – Secured Creditors.** Except as otherwise agreed pursuant to a stipulation or order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance, of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. In addition, certain of

the entities listed on Schedule D may be equipment lessors not secured by property of the estate, but the Debtors have listed these entities on Schedule D out of an abundance of caution. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim.

The descriptions provided in Schedule D are intended only to be a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in these Global Notes and the Schedules shall be deemed to constitute a modification or interpretation of the terms of such agreements.

**Schedule E – Priority Creditors.** On April 8, 2011, the Court entered an interim order granting the Debtors authority to pay prepetition employee wages and other obligations in the ordinary course [Dkt. No. 250] (the “*Employee Wage Order*”). Pursuant to the Employee Wage Order, the Debtors believe that any employee claims for prepetition amounts, whether allowable as a priority or nonpriority claim, have been or will be satisfied and such satisfied amounts are not listed on Schedule E.

Schedule E includes liabilities included between the Involuntary Petition Date and Order for Relief Date (the “*Gap Period*”). These Gap Period liabilities are third level priority unsecured claims pursuant to Bankruptcy Code sections 502(f) and 507(a)(3).

The listing of any claim on Schedule E does not constitute an admission by the Debtors that such claim is entitled to priority treatment under 11 U.S.C. § 507. The Debtors reserve their right to dispute the priority status of any claim on any basis. Moreover, the listing of any tax claim on Schedule E is not an admission or designation by the Debtors that such claim is a prepetition tax claim. The Debtors reserve their right to treat any of these claims as postpetition claims.

**Schedule F – Unsecured Non-Priority Claims.** Schedule F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption and/or assignment of an executory contract or unexpired lease. In addition, Schedule F does not include rejection damage claims of the counterparties to executory contracts and unexpired leases that have been or may be rejected.

The claims of individual creditors for, among other things, goods, services or taxes are listed on the Debtors' books and records and may not reflect credits or allowances due from such creditor. The Debtors reserve all of their rights respecting such credits and allowances. The dollar amounts listed may be exclusive of contingent and unliquidated amounts.

**Schedule G – Executory Contracts and Unexpired Leases.** While every effort has been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. Certain of the unexpired leases and executory contracts listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth on Schedule G.

The Debtors hereby reserve (a) all of their rights to dispute the validity, status, or enforceability of any contracts, agreements or leases set forth in Schedule G and (b) to amend or supplement Schedule G as necessary. Inclusion of any agreement on Schedule G does not constitute an admission that such agreement is, in fact, an executory contract or unexpired lease and the Debtors reserve all rights in that regard, including, without limitation, determining or asserting that any agreement is not executory, has expired pursuant to its terms or was terminated prepetition.

**Schedule H – Codebtors.** For purposes of Schedule H, the Debtors that are either the principal obligors or guarantors are listed as co-debtors on Schedule H. The Debtors may not have identified certain guaranties that are part of the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. The Debtors reserve their rights to amend the Schedules to the extent that additional guaranties are identified or such guaranties are discovered to have expired or be unenforceable.

In the ordinary course of their businesses, the Debtors may be involved in pending or threatened litigation and claims. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counter-claims against other parties. Because all such claims are contingent, disputed or unliquidated, such claims have not been set forth individually on Schedule H. Litigation matters can be found on each Debtor's Schedule F and in item Statement 4a of the Debtors' Statements.

**Statement Question 3(b): Payments to Creditors.** Pursuant to question 3(b), the Debtors have included all payments and transfers made to creditors within the 90 days immediately preceding the Involuntary Petition Date and have made no attempt to exclude items that were made as cash in advance payments or as retainer fees.

Receipts and disbursements are made through a centralized and consolidated cash management system. Payments made are listed by the entity making such payment notwithstanding that certain payments will have been made on behalf of another entity. As such, only certain Debtors include a response to Statements question 3b. In addition, payments made on behalf of non-Debtor affiliated entities are included in response to Statement 3b to the extent that the payment was made out of a Debtor-owned bank account.

On Statement 3b, the Debtors included the check number associated with the payment if applicable. If the payment was made by wire transfer or ACH, the Debtors created a unique number comprised of an invoice number or other unique numbering to identify the payment for purposes of responding to this Statement question.



**Statement Question 3(c): Payments to Insiders.** Payments to individuals defined as an officer or director have been included in response to Statement question 3c for Vitro. The company did not include payments made directly to a third party credit card company for expense reimbursements on behalf of insiders. The Debtors only included payments made directly by a Debtor. Simultaneously with the filing of these Statements and Schedules, the Debtors have filed a motion with the Bankruptcy Court requesting that insider payments to officers and directors be filed under seal. As such, these insider payments have not been included in this Statement and Schedules filing.

Payments made by non-debtor affiliates on behalf of Debtors were not included. Further, any transactions between affiliated entities as reported on Statement 3c are listed with balances as of November 2009, November 2010 and April 6, 2011, April 30, 2011 or May 31, 2011. As previously stated, Intercompany Claims represent all transactions between affiliate debtor and non-debtor entities including cash and non-cash transactions.

**Statement Question 4a – Open and Closed Litigation.** The Debtors have not included closed accounts receivable collection lawsuits in response to this question. At this time, it would be unduly burdensome for the Debtors to gather and report on these closed cases.

**Statement Question 8 - Losses.** The Debtors occasionally incur losses for a variety of reasons including, among others, theft, inventory shrinkage and property damage. These losses have not had a material impact on the Debtors' businesses and the Debtors do not keep a centralized record of them. Therefore, such losses have not been included in the response to Statement question 8.

**Statement Question 13 - Setoffs.** The Debtors periodically incur certain setoffs from customers and suppliers in the ordinary course of business. Setoffs in the ordinary course can result from various items including, but not limited to, intercompany transactions, pricing discrepancies, returns, warranties, refunds, and other disputes between the Debtors and their customers and/or suppliers. These normal setoffs are consistent with the ordinary course of business in the Debtors' industry and can be particularly voluminous, making it unduly burdensome and costly for the Debtors to list such ordinary course setoffs. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, these ordinary course setoffs are not independently accounted for, and as such, are not itemized in the response to Statement question 13. The Debtors reserve all rights to challenge any such setoffs during the preference period under section 553 of the Bankruptcy Code.

**Global Notes Control.** In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

\*\*\*END OF GLOBAL NOTES\*\*\*

\*\*SCHEDULES AND STATEMENTS BEGIN ON THE FOLLOWING PAGE\*\*

B6 Summary (Official Form 6 - Summary) (12/07)

# United States Bankruptcy Court

Northern District Of Texas, Dallas Division

In re Vitro America, LLC,  
Debtor

Case No. 11-32602-HDH-11

Chapter 11

## SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

| NAME OF SCHEDULE  | ATTACHED (YES/NO) | NO. OF SHEETS | ASSETS  | LIABILITIES  | OTHER  |
|---|-------------------|---------------|---|--|--------|
| A - Real Property   |                   | 0             | \$ 7,401,547.31<br>+ Undetermined Amounts         |  |        |
| B - Personal Property   |                   | 0             | \$ 79,620,380.67<br>+ Undetermined Amounts        |  |        |
| C - Property Claimed as Exempt  |                   |               |   |  |        |
| D - Creditors Holding Secured Claims  |                   | 0             |   | \$ 13,323,959.85<br>+ Undetermined Amounts           |        |
| E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E) |                   | 5             |   | \$ 240,636,305.34<br>+ Undetermined Amounts          |        |
| F - Creditors Holding Unsecured Nonpriority Claims                              |                   | 2             |   | \$ 1,237,003,159.10<br>+ Undetermined Amounts        |        |
| G - Executory Contracts and Unexpired Leases                                    |                   | 0             |   |  |        |
| H - Codebtors   |                   | 0             |   |  |        |
| I - Current Income of Individual Debtor(s)                                      | No                |               |   |  | \$ N/A |
| J - Current Expenditures of Individual Debtors(s)                               | No                |               |   |  | \$ N/A |
| <b>TOTAL</b>  |                   | <b>7</b>      | <b>\$ 87,021,927.98</b><br>+ Undetermined Amounts | <b>\$ 1,490,963,424.29</b><br>+ Undetermined Amounts |        |

Note: The amounts included above reflect the Amended Schedules of Assets and Liabilities filed on May 5, 2011 (Docket #0495) as adjusted for this Amendment to the Schedules of Assets and Liabilities.

B6E (Official Form 6E) (04/10)

In re Vitro America, LLC,  
Debtor

Case No. 11-32602-HDH-11  
(if known)

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

**Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

**Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

**Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

**Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

B6E (Official Form 6E) (04/10) – Cont.

In re Vitro America, LLC,  
Debtor

Case No. 11-32602-HDH-11  
(if known)

**Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

**Deposits by individuals**

Claims of individuals up to \$2,600\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

**Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

**Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

**Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

3 continuation sheets attached

B6E (Official Form 6E) (04/10) – Cont.

In re Vitro America, LLC,  
Debtor

Case No. 11-32602-HDH-11  
(if known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

(Continuation Sheet)

Type of Priority for Claims Listed on This Sheet

| CREDITOR'S NAME,<br>MAILING ADDRESS<br>INCLUDING ZIP CODE,<br>AND ACCOUNT NUMBER<br><i>(See instructions above.)</i>   | CODEBTER | HUSBAND, WIFE,<br>JOINT, OR<br>COMMUNITY | DATE CLAIM WAS<br>INCURRED AND<br>CONSIDERATION<br>FOR CLAIM | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT<br>OF<br>CLAIM | AMOUNT<br>ENTITLED<br>TO<br>PRIORITY | AMOUNT<br>NOT<br>ENTITLED<br>TO<br>PRIORITY, IF<br>ANY |
|--|----------|--|--|------------|--------------|----------|-----------------------|--------------------------------------|--|
|  |          |  |  |            |              |          |                       |                                      |  |
| Account No.<br>COMERCIALIZADORA ALCALI SA<br>DE CV<br>CARRETERA A GARCIA KM 9<br>GARCIA, NL, 66000 MEXICO  |          |  | INTERCOMPANY<br>CLAIM  |            |              |          | \$3,334,134.91        | \$65,309.08                          | \$3,268,825.83   |
| Account No.<br>FIC REGIONMONTANO, S.A.P.I. DE<br>C.V.<br>AVE ROBLE 660<br>COL VALLE DEL CAMPESTRE<br>GARZA GARCIA, NUEVO LEON,<br>66260 MEXICO                           |          |  | INTERCOMPANY<br>CLAIM  |            |              |          | \$9,039,016.67        | \$9,039,016.67                       | \$0.00   |
| Account No.<br>VIDRIERA MONTERREY, S.A. DE<br>C.V.<br>MAGALLANES OTE 517<br>MONTERREY, NL, 64570 MEXICO  |          |  | INTERCOMPANY<br>CLAIM  |            |              |          | \$4,376,315.66        | \$204,415.68                         | \$4,171,899.98   |
| Account No.<br>VIDRIO PLANO, S.A. DE C.V.<br>AKA VITRO PLAN, S.A. DE C.V.<br>66250 GARZA GARCIA<br>AV. RICARDO MARGAIN #444<br>NUEVO LEON, MEXICO                        |          |  | INTERCOMPANY<br>CLAIM  |            |              |          | \$43.46               | \$43.46                              | \$0.00   |
| Sheet no. <u>1</u> of <u>3</u> continuation sheets attached to Schedule<br>of<br>Creditors Holding Priority Claims   |          |  |  |            |              |          | \$ 16,749,510.70      | \$ 9,308,784.89                      | \$ 7,440,725.81  |
| Subtotals ►<br>(Totals of this page)   |          |  |  |            |              |          |                       |                                      |  |
| Total ►<br>(Use only on last page of the completed<br>Schedule E. Report also on the Summary<br>of Schedules.)   |          |  |  |            |              |          | \$                    |                                      |  |
| Totals ►<br>(Use only on last page of the completed<br>Schedule E. If applicable, report also on<br>the Statistical Summary of Certain<br>Liabilities and Related Data.) |          |  |  |            |              |          | \$                    | \$                                   | \$   |

B6E (Official Form 6E) (04/10) – Cont.

In re Vitro America, LLC,  
Debtor

Case No. 11-32602-HDH-11  
(if known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

(Continuation Sheet)

Type of Priority for Claims Listed on This Sheet

| CREDITOR'S NAME,<br>MAILING ADDRESS<br>INCLUDING ZIP CODE,<br>AND ACCOUNT NUMBER<br><i>(See instructions above.)</i>   | CODEBTER | HUSBAND, WIFE,<br>JOINT, OR<br>COMMUNITY | DATE CLAIM WAS<br>INCURRED AND<br>CONSIDERATION<br>FOR CLAIM | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT<br>OF<br>CLAIM | AMOUNT<br>ENTITLED<br>TO<br>PRIORITY | AMOUNT<br>NOT<br>ENTITLED<br>TO<br>PRIORITY, IF<br>ANY |
|--|----------|--|--|------------|--------------|----------|-----------------------|--------------------------------------|--|
| Account No.<br>VITRO AUTOMOTRIZ S.A. DE C.V.<br>KM 10.3 CARRETERA A GARCIA<br>GARCIA, NL, 66000 MEXICO   |          |  | INTERCOMPANY<br>CLAIM  |            |              |          | \$4,275,653.39        | \$622,744.87                         | \$3,652,908.52   |
| Account No.<br>VITRO PACKAGING, LLC<br>5200 TENNYSON PKWY, STE 100<br>PLANO, TX 75024  |          |  | INTERCOMPANY<br>CLAIM  |            |              |          | \$3,920,307.05        | \$3,514,405.14                       | \$405,901.91   |
| Account No.<br>VITRO S.A.B. DE C.V.<br>660 ROBLE<br>SAN PEDRO GARZA GARCIA, NL,<br>66265 MEXICO  |          |  | INTERCOMPANY<br>CLAIM  |            |              |          | \$3,516,482.81        | \$3,516,482.81                       | \$0.00   |
| Account No.<br>VITRO VIDRIO Y CRISTAL SA DE<br>CV<br>CARRETERA A GARCIA KM 10<br>GARCIA, NL, 66000 MEXICO  |          |  | INTERCOMPANY<br>CLAIM  |            |              |          | \$17,222,443.90       | \$407,500.93                         | \$16,814,942.97  |
| Sheet no. <u>2</u> of <u>3</u> continuation sheets attached to Schedule<br>of<br>Creditors Holding Priority Claims   |          |  |  |            |              |          | \$ 28,934,887.15      | \$ 8,061,133.75                      | \$ 20,873,753.40                                       |
| Subtotals ►<br>(Totals of this page)   |          |  |  |            |              |          |                       |                                      |  |
| Total ►<br>(Use only on last page of the completed<br>Schedule E. Report also on the Summary<br>of Schedules.)   |          |  |  |            |              |          | \$                    |                                      |  |
| Totals ►<br>(Use only on last page of the completed<br>Schedule E. If applicable, report also on<br>the Statistical Summary of Certain<br>Liabilities and Related Data.) |          |  |  |            |              |          |                       | \$                                   | \$   |

B6E (Official Form 6E) (04/10) – Cont.

In re Vitro America, LLC,  
Debtor

Case No. 11-32602-HDH-11  
(if known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

(Continuation Sheet)

Type of Priority for Claims Listed on This Sheet

| CREDITOR'S NAME,<br>MAILING ADDRESS<br>INCLUDING ZIP CODE,<br>AND ACCOUNT NUMBER<br><i>(See instructions above.)</i>   | CODEBTER | HUSBAND, WIFE,<br>JOINT, OR<br>COMMUNITY | DATE CLAIM WAS<br>INCURRED AND<br>CONSIDERATION<br>FOR CLAIM | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT<br>OF<br>CLAIM | AMOUNT<br>ENTITLED<br>TO<br>PRIORITY | AMOUNT<br>NOT<br>ENTITLED<br>TO<br>PRIORITY, IF<br>ANY |
|--|----------|--|--|------------|--------------|----------|-----------------------|--------------------------------------|--|
| Account No.<br>VVP AUTO GLASS, INC.<br>5200 TENNYSON PKWY, STE 100<br>PLANO, TX 75024  |          |  | INTERCOMPANY<br>CLAIM  |            |              |          | \$803,823.06          | \$194,467.65                         | \$609,355.41   |
| Account No.<br>VVP FINANCE CORPORATION<br>965 RIDGE LAKE BLVD, STE 300<br>MEMPHIS, TN 38120  |          |  | INTERCOMPANY<br>CLAIM  |            |              |          | \$175,153,688.76      | \$2,557,027.06                       | \$172,596,661.70                                       |
| Account No.  |          |  |  |            |              |          |                       |                                      |  |
| Account No.  |          |  |  |            |              |          |                       |                                      |  |
| Sheet no. <u>3</u> of <u>3</u> continuation sheets attached to Schedule<br>of<br>Creditors Holding Priority Claims   |          |  |  |            |              |          | \$ 175,957,511.82     | \$ 2,751,494.71                      | \$ 173,206,017.11                                      |
| Subtotals ▶<br>(Totals of this page)   |          |  |  |            |              |          |                       |                                      |  |
| Total ▶<br>(Use only on last page of the completed<br>Schedule E. Report also on the Summary<br>of Schedules.)   |          |  |  |            |              |          | \$ 221,641,909.67     |                                      |  |
| Totals ▶<br>(Use only on last page of the completed<br>Schedule E. If applicable, report also on<br>the Statistical Summary of Certain<br>Liabilities and Related Data.) |          |  |  |            |              |          |                       | \$ 20,121,413.35                     | \$ 201,520,496.32                                      |

B6F (Official Form 6F) (04/10)

In re Vitro America, LLC  
Debtor

Case No. 11-32602-HDH-11  
(if known)

### SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

| CREDITOR'S NAME,<br>MAILING ADDRESS<br>INCLUDING ZIP CODE,<br>AND ACCOUNT NUMBER<br><i>(See instructions above.)</i>       | CODEBTOR | HUSBAND, WIFE,<br>JOINT, OR<br>COMMUNITY | DATE CLAIM WAS<br>INCURRED AND<br>CONSIDERATION FOR<br>CLAIM.<br>IF CLAIM IS SUBJECT TO<br>SETOFF, SO STATE. | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT OF<br>CLAIM |
|--|----------|--|--|------------|--------------|----------|--------------------|
| ACCOUNT NO.<br>SUPER SKY PRODUCTS, INC.<br>10301 N ENTERPRISE DR<br>MEQUON, WI 53092                                       |          |  | INTERCOMPANY CLAIM   |            |              |          | \$2,000,000.00     |
| ACCOUNT NO.<br>VIDRIO PLANO DE MEXICO, SA<br>DE CV<br>66250 GARZA GARCIA<br>AV. RICARDO MARGAIN #444<br>NUEVO LEON, MEXICO |          |  | INTERCOMPANY CLAIM   |            |              |          | \$2,117.84         |
| ACCOUNT NO.<br>VITRO INTERNATIONAL<br>SERVICES CORPORATION<br>5200 TENNYSON PKWY, STE 100<br>PLANO, TX 75024               |          |  | INTERCOMPANY CLAIM   |            |              |          | \$4,800.00         |
| Subtotal ▶   |          |  |  |            |              |          | \$ 2,006,917.84    |
| Total ▶  |          |  |  |            |              |          | \$                 |

1 continuation sheets attached

(Use only on last page of the completed Schedule F.)  
(Report also on Summary of Schedules and, if applicable, on the Statistical  
Summary of Certain Liabilities and Related Data.)



B6F (Official Form 6F) (04/10) - Cont.

In re Vitro America, LLC,  
Debtor

Case No. 11-32602-HDH-11  
(if known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

| CREDITOR'S NAME,<br>MAILING ADDRESS<br>INCLUDING ZIP CODE,<br>AND ACCOUNT NUMBER<br><i>(See instructions above.)</i>            | CODEBTOR | HUSBAND, WIFE,<br>JOINT, OR<br>COMMUNITY | DATE CLAIM WAS<br>INCURRED AND<br>CONSIDERATION FOR<br>CLAIM.<br>IF CLAIM IS SUBJECT TO<br>SETOFF, SO STATE. | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT OF<br>CLAIM         |
|---|----------|--|--|------------|--------------|----------|----------------------------|
| ACCOUNT NO.<br>VVP FUNDING CORPORATION<br>965 RIDGE LAKE BLVD, STE 300<br>MEMPHIS, TN 38120                                     |          |  | INTERCOMPANY CLAIM   |            |              |          | \$2,209,665.23             |
| ACCOUNT NO.<br>VVP HOLDINGS, LLC<br>965 RIDGE LAKE BLVD, STE 300<br>MEMPHIS, TN 38120   |          |  | INTERCOMPANY CLAIM   |            |              |          | \$7,687,902.85             |
| ACCOUNT NO.   |          |  |  |            |              |          |                            |
| ACCOUNT NO.   |          |  |  |            |              |          |                            |
| ACCOUNT NO.   |          |  |  |            |              |          |                            |
| ACCOUNT NO.   |          |  |  |            |              |          |                            |
| Sheet no. <u>1</u> of <u>1</u> continuation sheets<br>attached to Schedule of Creditors Holding<br>Unsecured Nonpriority Claims |          |  |  |            |              |          | Subtotal ▶ \$ 9,897,568.08 |
|   |          |  |  |            |              |          | Total ▶ \$ 11,904,485.92   |

(Use only on last page of the completed Schedule F.)  
(Report also on Summary of Schedules and, if applicable, on the Statistical  
Summary of Certain Liabilities and Related Data.)

In re Vitro America, LLC  
Debtor (if known)

Case No. 11-32602-hdh-11  
(if known)

### DECLARATION CONCERNING DEBTOR'S AMENDMENT TO SCHEDULES OF ASSETS AND LIABILITIES

#### DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of \_\_\_\_\_ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date \_\_\_\_\_

Signature: \_\_\_\_\_  
Debtor

Date \_\_\_\_\_

Signature: \_\_\_\_\_  
(Joint Debtor, if any)

[If joint case, both spouses must sign.]

#### DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b), and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any,  
of Bankruptcy Petition Preparer

Social Security No.  
(Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address

X \_\_\_\_\_  
Signature of Bankruptcy Petition Preparer

\_\_\_\_\_  
Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110, 18 U.S.C. § 156.

#### DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the President, CEO, CFO, and Treasurer [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the corporation [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 8 sheets (Total shown on summary page plus 1), and that they are true and correct to the best of my knowledge, information, and belief.

Date: 08/25/2011

Signature: \_\_\_\_\_

Ricardo Maiz, President, CEO, CFO, and Treasurer  
[Print or type name of individual signing on behalf of debtor.]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.