

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
WILMINGTON TRUST, NATIONAL ASSOCIATION, :

Plaintiff, :

v. :

VITRO AUTOMOTRIZ, S.A DE C.V.; VIMÉXICO, :
S.A. DE C.V.; VITRO ENVASES NORTEAMÉRICA, :
S.A. DE C.V.; COMERCIALIZADORA ÁLCALI, S.A. :
DE C.V. (FORMERLY VITRO CORPORATIVO, S.A. :
DE C.V.); FIC REGIOMONTANO, S.A.P.I. DE C.V. :
(FORMERLY SERVICIOS CORPORATIVOS DE :
EDIFICACIONES, S.A. DE C.V.); VIDRIERA :
MONTERREY, S.A. DE C.V.; VIDRIERA LOS :
REYES, S.A. DE C.V.; VIDRIERA GUADALAJARA, :
S.A. DE C.V.; VIDRIERA QUERÉTARO, S.A. DE :
C.V.; VIDRIERA TOLUCA, S.A. DE C.V.; :
COMPAÑÍA VIDRIERA, S.A. DE C.V.; :
FABRICACIÓN DE MÁQUINAS, S.A. DE C.V.; :
SERVICIOS INTEGRALES DE ACABADOS, S.A. DE :
C.V.; VIDRIO PLANO, S.A. DE C.V.; INDUSTRIA :
DEL ÁLCALI, S.A. DE C.V.; DISTRIBUIDORA DE :
VIDRIO Y CRISTAL, S.A. DE C.V.; VIDRIO LUX, :
S.A.; VIDRIO PLANO DE MEXICALI, S.A. DE C.V.; :
VITRO PANAMÁ, S.A.; VITRO ECUADOR, S.A. :
(FORMERLY VITEMCO ECUADOR, S.A.); VITRO :
FLEX, S.A. DE C.V.; VITRO VIDRIO Y CRISTAL, :
S.A. DE C.V.; VITRO FLOTADO CUBIERTAS, S.A. :
DE C.V.; DISTRIBUIDOR VIDRIERO LAN, S.A. DE :
C.V.; VITROCAR S.A. DE C.V.; CRISTALES :
INASTILLABLES DE MÉXICO, S.A. DE C.V.; :
VIDRIO PLANO DE MÉXICO, S.A. DE C.V.; VITRO :
COLOMBIA, S.A.; VITRO DO BRASIL INDÚSTRIA :
E COMÉRCIO, LTDA.; VIDRIO Y CRISTAL DEL :
NOROESTE, S.A. DE C.V.; SERVICIOS VIDRIERA :
GUADALAJARA, S.A. DE C.V.; SERVICIOS :
VIDRIERA TOLUCA, S.A. DE C.V.; SERVICIOS :
VITRO COSMOS, S.A. DE C.V.; SERVICIOS :
VIDRIERA QUERÉTARO, S.A. DE C.V.; SERVICIOS :
VIDRIERA LOS REYES, S.A. DE C.V.; VAU, S.A. DE :
C.V.; DISTRIBUIDORA NACIONAL DE VIDRIO, :
S.A., DE C.V.; SERVICIOS Y OPERACIONES :
(caption continued on next page) :

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Date Purchased: _____

SUMMONS

(continued caption) :
 FINANCIERAS VITRO, S.A. DE C.V.; TALLER DE :
 COLECCION VITRO, S.A. DE C.V.; VITRO :
 VENEZUELA, S.A. (FORMERLY VITEMCO :
 VENEZUELA, S.A.); VITRO ENVASES HOLDING, :
 S.A. DE C.V.; VITRO PACKAGING, LLC; VITRO :
 CHEMICALS, FIBERS, AND MINING, LLC; VVP :
 AUTO GLASS, INC.; VITRO ASSET CORP. :
 (FORMERLY AMERICAN ASSET HOLDINGS :
 CORP.); V-MX HOLDINGS, LLC (FORMERLY :
 CRISA HOLDINGS CORP.); AMSILICO HOLDINGS, :
 INC.; B.B.O. HOLDINGS, INC.; BINSWANGER :
 GLASS COMPANY (FORMERLY TROPER INC.); :
 TROPER SERVICES, INC.; CRISA CORPORATION; :
 VVP EUROPA HOLDINGS, B.V.; VITRO EUROPA :
 LTD.; VITROSA HOLDING, LTD., VITRO GLOBAL :
 S.A. (FORMERLY VITRO GLOBAL LTD.); CENTRO :
 DE TECNOLOGIA VIDRIERA, LTD., :
 :
 Defendants. x

TO THE ABOVE-NAMED DEFENDANTS:
 As further described on the attached Schedule of Defendants.

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint was not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is N.Y. C.P.L.R. 501 as the contracts at issue in this matter fix the venue as the Borough of Manhattan in the City of New York.

Dated: New York, New York
August 17, 2011

HOGAN LOVELLS US LLP

By: B.J.O. Lewis

Robin E. Keller
Scott W. Reynolds
Benjamin J.O. Lewis
875 Third Avenue
New York, NY 10022
Tel. (212) 918-3000
Fax. (212) 918-3100

*Attorneys for Plaintiff
Wilmington Trust,
National Association*

Schedule of Defendants

1. Defendant Vitro Automotriz, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.
2. Defendant Viméxico, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.
3. Defendant Vitro Envases Norteamérica, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.
4. Defendant Comercializadora Álcali, S.A. de C.V. (formerly Vitro Corporativo, S.A. de C.V.) c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.
5. Defendant FIC Regiomontano, S.A.P.I. de C.V. (formerly Servicios Corporativos de Edificaciones, S.A. de C.V.) c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.
6. Defendant Vidriera Monterrey, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.
7. Defendant Vidriera los Reyes, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.
8. Defendant Vidriera Guadalajara, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.
9. Defendant Vidriera Querétaro, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.
10. Defendant Vidriera Toluca, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

11. Defendant Compañía Vidriera, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

12. Defendant Fabricación de Máquinas, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

13. Defendant Servicios Integrales de Acabados, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

14. Defendant Vidrio Plano, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

15. Defendant Industria del Álcali, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

16. Defendant Distribuidora de Vidrio y Cristal, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

17. Defendant Vidrio Lux, S.A. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

18. Defendant Vidrio Plano de Mexicali, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

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22. Defendant Vitro Vidrio y Cristal, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

23. Defendant Vitro Flotado Cubiertas, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

24. Defendant Distribuidor Vidriero LAN, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

25. Defendant Vitrocar, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

26. Defendant Cristales Inastillables de México, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

27. Defendant Vidrio Plano de México, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

28. Defendant Vitro Colombia, S.A. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

29. Defendant Vitro do Brasil Indústria e Comércio, Ltda. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

30. Defendant Vidrio y Cristal del Noroeste, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

31. Defendant Servicios Vidriera Guadalajara, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

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35. Defendant Servicios Vidriera Los Reyes, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

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37. Defendant Distribuidora Nacional de Vidrio, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

38. Defendant Servicios y Operaciones Financieras Vitro, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

39. Defendant Taller de Colección Vitro, S.A. de C.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

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45. Defendant Vitro Asset Corp. (formerly American Asset Holdings Corp.) c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

46. Defendant V-MX Holdings, LLC (formerly Crisa Holdings Corp.) c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

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50. Defendant Troper Services, Inc., c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

51. Defendant Crisa Corporation c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

52. Defendant VVP Europa Holdings, B.V. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

53. Defendant Vitro Europa, Ltd. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

54. Defendant Vitrosa Holding, Ltd. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

55. Defendant Vitro Global S.A. (formerly Vitro Global, Ltd.) c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

56. Defendant Centro de Tecnologia Vidriera, Ltd. c/o CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY, 10011, USA.

SUPREME COURT OF THE STATE OF NEW YORK
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WILMINGTON TRUST, NATIONAL ASSOCIATION, :

Plaintiff, :

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C.V.; VITROCAR S.A. DE C.V.; CRISTALES :
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GUADALAJARA, S.A. DE C.V.; SERVICIOS :
VIDRIERA TOLUCA, S.A. DE C.V.; SERVICIOS :
VITRO COSMOS, S.A. DE C.V.; SERVICIOS :
VIDRIERA QUERÉTARO, S.A. DE C.V.; SERVICIOS :
VIDRIERA LOS REYES, S.A. DE C.V.; VAU, S.A. DE :
C.V.; DISTRIBUIDORA NACIONAL DE VIDRIO, :
S.A., DE C.V.; SERVICIOS Y OPERACIONES :
(caption continued on next page) :

COMPLAINT

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(continued caption) :
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 S.A. (FORMERLY VITRO GLOBAL LTD.); CENTRO :
 DE TECNOLOGIA VIDRIERA, LTD., :
 :
 Defendants. x

Plaintiff Wilmington Trust, National Association, solely in its capacity as indenture trustee (“Wilmington” or “Plaintiff”), by its undersigned counsel, alleges as follows, based upon knowledge as to its own acts and upon information and belief as to the acts of all others:

NATURE OF THE ACTION

1. This is an action for breach of contract and declaratory judgment brought by Wilmington, as trustee for two series of U.S. dollar-denominated senior notes that were issued by Vitro, S.A.B. de C.V. (“Vitro”) and guaranteed by substantially all of Vitro’s direct and indirect subsidiaries (the “Guarantors”).

2. The breach of contract claim is brought to recover unpaid principal, accrued interest and other unpaid amounts due and owing, on these notes. Vitro and the Guarantors defaulted on their obligations under the notes by failing to make required principal and semiannual interest payments on the notes. Wilmington seeks damages in an amount equal to

the unpaid principal, all unpaid accrued interest thereon (including the full amount of the semiannual interest payments due and interest at the default rates on all past due interest and principal), and other amounts due and owing under the notes – which as of August 1, 2011 totals more than \$1.35 billion.

3. The declaratory judgment claim concerns a multi-year scheme by Vitro and the Guarantors to avoid paying the notes. At its core, this scheme is premised on Vitro's plan to attempt to discharge the guarantees provided to noteholders by the Guarantors through a Mexican bankruptcy proceeding, known as a *concurso* proceeding, involving Vitro and not of any of the Guarantors. In direct contravention of the express provisions of the indentures, Vitro seeks to obtain one of the most fundamental benefits of insolvency proceedings for each Guarantor without providing the noteholders any of the creditor protections that typically accompany such proceedings. Accordingly, Wilmington seeks a declaratory judgment providing that the guarantees cannot, as a matter of law, be discharged in Vitro's *concurso* proceeding.

THE PARTIES

4. Wilmington is a national banking association organized under the laws of the United States. Under 28 U.S.C. § 1348, Wilmington is located in Delaware.

5. Defendant Vitro Automotriz, S.A. de C.V. is a Mexican corporation.

6. Defendant Viméxico, S.A. de C.V. is a Mexican corporation.

7. Defendant Vitro Envases Norteamérica, S.A. de C.V. is a Mexican corporation.

8. Defendant Comercializadora Álcali, S.A. de C.V. (formerly Vitro Corporativo, S.A. de C.V.) is a Mexican corporation.

9. Defendant FIC Regiomontano, S.A.P.I. de C.V. (formerly Servicios Corporativos de Edificaciones, S.A. de C.V.) is a Mexican corporation.

10. Defendant Vidriera Monterrey, S.A. de C.V. is a Mexican corporation.
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19. Defendant Industria del Álcali, S.A. de C.V. is a Mexican corporation.
20. Defendant Distribuidora de Vidrio y Cristal, S.A. de C.V. is a Mexican corporation.
21. Defendant Vidrio Lux, S.A. is a Bolivian corporation.
22. Defendant Vidrio Plano de Mexicali, S.A. de C.V. is a Mexican corporation.
23. Defendant Vitro Panamá, S.A. is a Panamanian corporation.
24. Defendant Vitro Ecuador, S.A. (formerly Vitemco Ecuador, S.A.) is an Ecuadorian corporation.
25. Defendant Vitro Flex, S.A. de C.V. is a Mexican corporation.
26. Defendant Vitro Vidrio y Cristal, S.A. de C.V. is a Mexican corporation.
27. Defendant Vitro Flotado Cubiertas, S.A. de C.V. is a Mexican corporation.
28. Defendant Distribuidor Vidriero LAN, S.A. de C.V. is a Mexican corporation.
29. Defendant Vitrocar, S.A. de C.V. is a Mexican corporation.

30. Defendant Cristales Inastillables de México, S.A. de C.V. is a Mexican corporation.
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33. Defendant Vitro do Brasil Indústria e Comércio, Ltda. is a Brazilian corporation.
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45. Defendant Vitro Envases Holding, S.A. de C.V. is a Mexican corporation.
46. Defendant Vitro Packaging, LLC, is a Delaware limited liability company.
47. Defendant Vitro Chemicals, Fibers and Mining, LLC, is a Texas limited liability

company.

48. Defendant VVP Auto Glass, Inc., is a Delaware corporation.

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52. Defendant B.B.O. Holdings, Inc., is a Delaware corporation.

53. Defendant Binswanger Glass Company (formerly Troper Inc.) is a Delaware corporation.

54. Defendant Troper Services, Inc., is a Delaware corporation.

55. Defendant Crisa Corporation is a Delaware corporation.

56. Defendant VVP Europa Holdings, B.V. is a Dutch corporation.

57. Defendant Vitro Europa, Ltd. is a Swiss limited company.

58. Defendant Vitrosa Holding, Ltd. is a Swiss limited company.

59. Defendant Vitro Global S.A. (formerly Vitro Global, Ltd.) is a Swiss limited company.

60. Defendant Centro de Tecnologia Vidriera, Ltd. is a Swiss limited company.

61. The defendants listed in Paragraphs 5 - 60 (the “Defendants”) are each Guarantors that are not, as of the date of this Complaint, subject to ongoing insolvency proceedings anywhere in the world.

JURISDICTION AND VENUE

62. This Court has personal jurisdiction over all Defendants under CPLR § 301 because in the Indentures (as defined below in Paragraphs 67 and 70) which created the

Guarantees, each of the Defendants voluntarily and irrevocably submitted to the personal jurisdiction of the state courts in the Borough of Manhattan in the City of New York for any legal suit, action, or proceeding relating to the Notes.

63. Venue is proper in this Court under CPLR § 501 because the Indentures (as defined below in Paragraphs 67 and 70) fix the venue for suits on the Notes as the Borough of Manhattan in the City of New York.

APPLICABLE LAW

64. The Notes and Indentures (as defined below in Paragraphs 65, 67 and 70) all expressly provide that they shall be governed by, and construed in accordance with, the laws of the State of New York.

THE NOTES

65. Wilmington is the indenture trustee with respect to Vitro's 8.625% Senior Notes due February 1, 2012 (the "2012 Notes") and its 9.125% Senior Notes due February 1, 2017 (the "2017 Notes" and together with the 2012 Notes, the "Notes," which are beneficially held by "Noteholders").

66. On or about February 1, 2007, Vitro issued the 2012 Notes in an aggregate principal amount of \$300 million.

67. The 2012 Notes are governed by an indenture, dated as of February 1, 2007, among Vitro, the Guarantors, and The Bank of New York as indenture trustee (later succeeded by Wilmington), and by first, second, and third supplemental indentures, among the same parties, dated as of April 27, 2007, January 16, 2008, and May 15, 2008, respectively (collectively, the "2012 Notes Indenture"). A true and correct copy of the 2012 Notes Indenture is attached hereto as Exhibit A.

68. As set forth in the 2012 Notes Indenture, Vitro promised to pay interest on the

2012 Notes at a rate of 8.625% per annum. The interest was to be paid semiannually, on February 1 and August 1 of each year commencing August 1, 2007, until maturity on February 1, 2012. In addition, Vitro promised to pay interest on overdue payments of principal and interest semiannually on February 1 and August 1 of each year at a rate of 10.625% per annum.

69. On or about February 1, 2007, Vitro issued the 2017 Notes in an aggregate principal amount of \$700 million.

70. The 2017 Notes are governed by an indenture, dated as of February 1, 2007, among Vitro, the Guarantors, and The Bank of New York as indenture trustee (later succeeded by Wilmington), and by first, second, and third supplemental indentures, among the same parties, dated as of April 27, 2007, January 16, 2008, and May 15, 2008, respectively (collectively, the “2017 Notes Indenture,” and together with the 2012 Notes Indenture, the “Indentures”). A true and correct copy of the 2017 Notes Indenture is attached hereto as Exhibit B.

71. As set forth in the 2017 Notes Indenture, Vitro promised to pay interest on the 2017 Notes at a rate of 9.125% per annum. The interest was to be paid semiannually, on February 1 and August 1 of each year commencing August 1, 2007, until maturity on February 1, 2017. In addition, Vitro promised to pay interest on any overdue payments of principal and interest semiannually on February 1 and August 1 of each year at a rate of 11.125% per annum.

72. The Notes were registered under the Securities Act of 1933 by means of registration statements filed with the U.S. Securities and Exchange Commission.

THE NOTE GUARANTEES

73. Vitro is a holding company that conducts substantially all of its operations through its direct and indirect subsidiaries. Accordingly, to provide greater assurance of payment and thus to improve the marketability of the Notes, the Guarantors “irrevocably and unconditionally guarantee[d], jointly and severally, the full and punctual payment (whether at Stated Maturity, ... , acceleration, or otherwise) of the principal of, ... , and interest on, and all amounts payable under each Note” in the Indentures. 2012 Notes Indenture § 10.01; 2017 Notes Indenture § 10.01. This obligation of the Guarantors, together with all of the Guarantors’ other obligations under the Notes, are referred to herein as the “Guarantees.”

74. The Indentures provide that the Guarantees can be discharged only (i) if the Notes have been paid in full, (ii) if full payment is placed in trust for the Noteholders and certain other conditions are met or (iii) with the consent of 100% of the Noteholders. 2012 Notes Indenture §§ 8.01, 9.02, 10.03, 10.09; 2017 Notes Indenture §§ 8.01, 9.02, 10.03, 10.09. The Indentures expressly provide that the Guarantees cannot be discharged in an insolvency proceeding affecting Vitro, by any other release of Vitro’s obligations under the Indentures, or by any amendment or modification of the Indentures of the Notes. Specifically, both of the Indentures provide that:

The obligations of each Guarantor hereunder are unconditional and absolute and, without limiting the generality of the foregoing, will not be released, discharged or otherwise affected by

- (1) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of [Vitro] under the Indenture or any Note, by operation of law or otherwise;
- (2) any modification or amendment of or supplement to the Indenture or any Note;
- (3) any change in the corporate existence, structure or ownership of [Vitro], or any insolvency, bankruptcy,

reorganization or other similar proceeding affecting [Vitro] or its assets or any resulting release or discharge of any obligation of [Vitro] contained in the Indenture or any Note.

(4) the existence of any claim, set-off or other rights which the Guarantor may have at any time against [Vitro], the Trustee or any other Person, whether in connection with the Indenture or any unrelated transactions, provided that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim;

(5) any invalidity or unenforceability relating to or against [Vitro] for any reason of the Indenture or any Note, or any provision of applicable law or regulation purporting to prohibit the payment by [Vitro] of the principal of or interest on any Note or any other amount payable by [Vitro] under the Indenture; or

(6) any other act or omission to act or delay of any kind by [Vitro], the Trustee or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to such Guarantor's obligations hereunder.

2012 Notes Indenture § 10.02(1)-(6); 2017 Notes Indenture § 10.02(1)-(6).

75. The Indentures also contain an express acknowledgement by the Guarantors that the Guarantees are governed by New York law and a waiver of any right to have the Guarantees discharged, released, novated, reduced or modified under Mexican law:

Each Guarantor expressly acknowledges that this Guaranty is governed by the laws of the State of New York and expressly agrees that any rights and privileges that such Guarantor might otherwise have under the laws Mexico shall not be applicable to this Guaranty, including, but not limited to, any benefit of *orden*, *excusión*, *división*, *quita*, *novación*, *espera* and *modificación* which may be available to it under articles 2813, 2814, 2815, 2816, 2817, 2818, 2820, 2821, 2822, 2823, 2827, 2836, 2840, 2842, 2845, 2846, 2847, 2848, 2849 of the Federal Civil Code of Mexico and the corresponding articles under the Civil Code in effect for the Federal District of Mexico and in all other states of Mexico. Each Guarantor represents that it is familiar with the contents of these articles and agrees that they need not to be reproduced herein.

2012 Notes Indenture § 10.04; 2017 Notes Indenture § 10.04. Similarly, both Indentures

provide, in Section 11.08, that “[t]he Indenture, including any Note Guaranties, and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York.”

76. With respect to the discharge of the Guarantees, the Indentures provide:

Each Guarantor's obligations hereunder will remain in full force and effect until the principal of, premium, if any, and interest on the Notes and all other amounts payable by the Company under the Indenture have been paid in full.

2012 Notes Indenture § 10.03; 2017 Notes Indenture § 10.03.

77. With respect to the discharge or release of the Guarantees, the Indentures further provide:

The Note Guaranty of a Guarantor will terminate upon

- (1) a sale or other disposition (including by way of consolidation or merger) of the Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor (in each case other than to the Company or a Restricted Subsidiary) otherwise permitted by the Indenture,
- (2) if the Note Guaranty was required pursuant to the terms of the Indenture, the cessation of the circumstances requiring the Note Guaranty,
- (3) the designation in accordance with the Indenture of the Guarantor as an Unrestricted Subsidiary, or
- (4) defeasance or discharge of the Notes, as provided in Article 8.

2012 Notes Indenture § 10.09; 2017 Notes Indenture § 10.09. Neither these conditions, nor the conditions set forth in Section 8.01 of the Indentures, nor any other provision in the Indentures, permits a discharge, release, novation, reduction or modification of the Guarantees as a result of an insolvency proceeding involving only Vitro. This is underscored by the fact that the Guarantors' obligations under the Guarantees are joint and several among each other, and with Vitro.

78. Finally, under Section 9.02(b) of the Indentures, “without the consent of each Holder affected, an amendment or waiver [to the Indenture or the Notes] may not . . . (10) make any change in any Note Guaranty that would adversely affect the Noteholders.”

THE DEFAULTS AND ACCELERATIONS

Failure to Make Scheduled Interest Payments

79. Vitro has failed to make any semiannual interest payments on the Notes since 2008. Despite the Guarantees, none of the Guarantors has paid any part of these overdue installments of interest.

80. Under Section 6.01(2) of the Indentures, a failure to make a scheduled interest payment that remains uncured for 30 days constitutes an event of default, which, under Section 6.02(a), entitles holders of at least 25% of the principal amount outstanding on the 2012 Notes and the 2017 Notes, respectively, to declare all principal and accrued interest immediately due and payable. In recognition of these facts, Vitro acknowledged in its annual report on Form 20-F filed with the U.S. Securities and Exchange Commission on July 1, 2009 that Vitro and its subsidiaries were “in default” under the 2012 Notes Indenture and that it had reclassified the outstanding principal on the 2012 Notes as short-term debt.

81. On January 4, 2010, holders of at least 25% of the principal amount outstanding on the 2012 Notes and the 2017 Notes declared all principal and accrued interest immediately due and payable pursuant to Section 6.02 of the Indentures. Since that time, Vitro and the Guarantors have failed to repay the accelerated principal and accrued interest on the Notes.

82. The Indentures provide that “[e]ach Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any person against [Vitro] or any other Person.” 2012 Notes Indenture § 10.04; 2017 Notes Indenture § 10.04. The Guarantors’

obligations to pay the amounts due and owing on the Notes under the Guarantees was therefore not preconditioned on receipt of any demand for payment.

83. Nonetheless, on April 27, 2011, Wilmington sent two letters – captioned “Demand for Payment of Certain Guarantors of Vitro S.A.B. de C.V. 8.625% Senior Notes due 2012” and “Demand for Payment of Certain Guarantors of Vitro S.A.B. de C.V. 9.125% Senior Notes due 2017” to the certain Guarantors by hand delivery, first class mail and facsimile, as indicated in the letters.¹ In the letters Wilmington demanded payment forthwith on behalf of all holders of Notes:

[D]emand is hereby made on each of the Guarantors ..., on a joint and several basis, for payment forth with of the full principal amount of all outstanding 2012 [and 2017] Notes and all unpaid, accrued interest thereon as of the date hereof ... (the “Demanded Amount”). The Successor Trusted hereby further demands that each of the Guarantors ... immediately deposit with the Successor Trustee (or Paying Agent) the Demanded Amount in immediately available funds sufficient to pay such amount, as provided in Section 4.01(a) of the 2012 Indenture.

¹ The Guarantors sent the April 27, 2011 demand letters are as follows: Centro de Tecnologia Vidriera, Ltd., Comercializadora Alkali, S. de R.L. de C.V. Comercializadora Álcali, S.A. de C.V., Compañía Vidriera, S.A. de C.V., Cristales Inastillables de México, S.A. de C.V., Distribuidora de Vidrio y Cristal, S.A. de C.V., Distribuidora Nacional de Vidrio, S.A. de C.V., Distribuidor Vidriero LAN, S.A. de C.V., Fabricación de Máquinas, S.A. de C.V. FIC Regiomontano, S.A.P.I. de C.V., Industria del Álcali, S.A. de C.V., Servicios Integrales de Acabados, S.A. de C.V., Servicios Vidriera Guadalajara, S.A. de C.V., Servicios Vidriera Los Reyes, S.A. de C.V., Servicios Vidriera Querétaro, S.A. de C.V., Servicios Vidriera Toluca, S.A. de C.V., Servicios Vitro Cosmos, S.A. de C.V., Servicios y Operaciones Financieras Vitro, S.A. de C.V., Taller de Coleccion Vitro, S.A. de C.V., VAU, S.A. de C.V., Vidriera Guadalajara, S.A. de C.V., Vidriera los Reyes, S.A. de C.V., Vidriera Mexico, S.A. de C.V., Vidriera Monterrey, S.A. de C.V., Vidriera Querétaro, S.A. de C.V., Vidriera Toluca, S.A. de C.V., Vidrio Lux, S.A., Vidrio Plano, S.A. de C.V., Vidrio Plano de Mexicali, S.A. de C.V., Vidrio Plano de México, S.A. de C.V., Vidrio y Cristal del Noroeste, S.A. de C.V., Viméxico, S.A. de C.V., Vitemco Ecuador, S.A., Vitemco Venezuela, S.A., Vitro Automotriz, S.A. de C.V., Vitro Colombia, S.A., Vitro do Brasil Indústria e Comércio, Ltda., Vitro Envases Holding, S.A. de C.V., Vitro Envases Nortéamerica, S.A. de C.V., Vitro Europa, Ltd. Vitro Flex, S.A. de C.V., Vitro Flotado Cubiertas, S.A. de C.V., Vitro Global, Ltd., Vitro Packaging de México, S.A. de C.V., Vitro Panamá, S.A., Vitro Vidrio y Cristal, S.A. de C.V. Vitrocar, S.A. de C.V., Vitrosa Holding, Ltd., and VVP Europa Holdings, B.V.

And on August 4, 2011, Wilmington sent substantially identical demand letters to an additional ten (10) Guarantors – also by hand delivery, first class mail and facsimile, as indicated in the letters.²

Vitro Manufactures Debt In An Attempt To Control Its Insolvency Proceedings

84. After its default, Vitro entered into arrangements with its key investor, Fintech Investments, Ltd., in an attempt to gain control, through the creation of intercompany debt, of any insolvency proceedings that Vitro might file in Mexico. To that end and among other things, Vitro announced that it had created \$1.5 billion of intercompany claims between itself and its subsidiaries (the “Intercompany Claims”) in the fall of 2010 – nearly a year after the creating these claims.

85. As a result of these efforts, Vitro’s Intercompany Claims totaled slightly more than Vitro’s debt to third-party creditors. Vitro has asserted that these Intercompany Claims can out-vote third-party debt in a Mexican *concurso* proceeding, and thus can be used to approve a reorganization plan, even all third-party creditors reject the reorganization plan.

86. Vitro and the Guarantors intend to use the Intercompany Claims to attempt to vote for, and thereby approve, a reorganization plan in Mexico for Vitro (the “*Concurso* Plan”) that would purport to extinguish each Guarantee even if the Guarantor is not in insolvency proceedings – in effect allowing Vitro to determine the amount of its liability unilaterally. In furtherance of this scheme, Vitro and the Guarantors entered into lock-up agreements that require the Guarantors to support the *Concurso* Plan, which was annexed to those agreements (the “Lock-Up Agreements”). In direct contravention of the express provisions of the

² The Guarantors sent the August 4, 2011 demand letters are as follows: Vitro Asset Corp. (f/k/a American Asset Holdings Corp.), Troper Services, Inc., Amsilco Holdings, Inc., B.B.O. Holdings, Inc., Binswanger Glass Company (f/k/a Troper Inc.), Crisa Corporation, V-MX Holdings, LLC (f/k/a Crisa Holdings Corp.), Vitro Chemical, Fibers and Mining, LLC, VVP Auto Glass, Inc., and Vitro Packaging, LLC.

Indentures, Vitro seeks to obtain one of the most fundamental benefits of insolvency proceedings for each Guarantor without providing the Noteholders any of the creditor protections that typically accompany such proceedings.

87. The *Concurso* Plan provides, in the Ninth clause, that:

Given the nature of this Agreement and the objectives of the *concurso* proceeding, once this Agreement is approved by the Judge in terms of Article 164 of the LCM, this Agreement and the Restructuring Instruments issued by Vitro thereto, novate, substitute and extinguish the prior obligations, indentures, instruments, documents, agreements and guarantees in which the Acknowledged Claims were stipulated or agreed upon, and also extinguishes the personal guarantees that were granted by third parties and/or Vitro's direct or indirect subsidiaries with respect to the obligations, instruments, documents and agreements from which the claims of the Acknowledged Claims arose.

The Acknowledged Creditors shall hereby expressly acknowledge and approve the waiver of the difference between the face amount of the Acknowledged Claims and the New Debt resulting from this Agreement, and, as a consequence of the execution of this Agreement, grant Vitro and its guarantors the fullest release with respect to such original claims, as of the date of the judicial approval of this Agreement, only the New Debt, in the terms set forth in this Agreement shall survive.

Vitro's Concurso Proceedings

88. On December 13, 2010, Vitro filed a voluntary *concurso* petition under Mexico's *Ley de Concursos Mercantiles* in Mexico (the "*Concurso* Proceeding" in the "Mexican Court").

89. Under Section 6.01(8) of both of the Indentures, an event of default occurs when the Company or any of its Significant Subsidiaries "commences a voluntary case under any applicable bankruptcy, *concurso mercantil*, insolvency or other similar law now or hereafter in effect." Such an event of default automatically renders all principal and accrued interest on the 2012 Notes immediately due and payable.

90. On April 14, 2011, Vitro's purportedly authorized foreign representative filed a petition, pursuant to Chapter 15 of the Bankruptcy Code, in the United States Bankruptcy Court for the Southern District of New York, seeking to have the *Concurso* Proceeding recognized in the United States (the "Chapter 15 Proceeding"). On May 16, 2011, the Chapter 15 Proceeding was transferred to the United States Bankruptcy Court for the Northern District of Texas (the "Texas Bankruptcy Court").

91. In both the *Concurso* Proceeding and the Chapter 15 Proceeding, Vitro has asserted that it can discharge the Guarantees in the *Concurso* Proceeding – even though this would contravene the terms of the Indentures.

92. On April 26, 2011, Vitro initiated an adversary proceeding in connection with the Chapter 15 Proceeding, in which it sought a preliminary injunction that would prevent the Noteholders from enforcing the Guarantees even though the Guarantors were not in insolvency proceedings. At an evidentiary hearing before the Texas Bankruptcy Court, Vitro argued, based on the testimony of a purported Mexican law expert, that the injunction was proper because the Guarantees can be discharged in the *Concurso* Proceeding. Wilmington and an ad hoc group of Vitro noteholders presented contrary evidence and arguments.

93. In a Memorandum Opinion on Motion for Preliminary Injunction, dated June 24, 2011, the Texas Bankruptcy Court denied Vitro's motion for a preliminary injunction with respect to its Guarantors, holding that Vitro was "seeking a short-cut to the system" by seeking to protect the Guarantors, even though the Guarantors were not in insolvency proceedings.

94. On June 29, 2011, Vitro sought to circumvent the Texas Bankruptcy Court's decision by seeking the same relief in the *Concurso* Proceeding on an *ex parte* basis. The Mexican Court denied Vitro's *ex parte* application.

95. Upon information and belief, these decisions have not deterred Vitro in its efforts to attempt to use the Intercompany Claims to cram down the *Concurso* Plan, including the *Concurso* Plan's purported discharge of the Guarantees.

96. The Guarantors, including the Defendants, have supported Vitro's efforts to discharge the Guarantees in the *Concurso* Proceeding, including by entering into the Lock-Up Agreements with Vitro to support extinguishment of guarantees in the *Concurso* Plan, despite the provisions in the Indentures that prohibit any such discharge. Upon information and belief, the Defendants do not intend to honor the Guarantees if Vitro can obtain a purported discharge in the *Concurso* Proceeding.

FIRST CAUSE OF ACTION
Breach of Contract
(By Wilmington Against All Defendants)

97. Wilmington repeats and re-alleges the allegations of paragraphs 1- 96 as if fully set forth herein.

98. Under the terms of the Notes, each of the Defendants is contractually obligated, on a joint and several basis, to pay all amounts of interest and principal due, plus other unpaid amounts that are due and owing under the Notes, in accordance with the terms thereof if Vitro fails to do so.

99. Each of the Defendants breached its contractual obligations under the Notes by failing to pay principal and accrued interest, including capitalized interest, on the Notes due in accordance with the terms thereof, as alleged above, after Vitro failed to do so.

100. As a result of each of the Defendants' breaches, the Noteholders have suffered damages in an amount to be determined at trial, but not less than \$1.35 billion.

SECOND CAUSE OF ACTION
Declaratory Judgment
(By Wilmington Against All Defendants)

101. Wilmington repeats and re-alleges the allegations of paragraphs 1- 96 as if fully set forth herein.

102. The Notes expressly provide that the Guarantees can be discharged only (i) if the Notes have been paid in full, (ii) if full payment is placed in trust for the Noteholders and certain other conditions are met or (iii) with the consent of 100% of the Noteholders – and not through an insolvency proceeding affecting Vitro.

103. The Defendants have supported – and entered into the Lock-Up Agreements requiring them to support – Vitro’s efforts to have the Guarantees purportedly discharged either in the *Concurso* Proceeding through the *Concurso* Plan, or by other means that do not comply with the requirements of the Indentures. Upon information and belief, the Defendants will not honor the Guarantees if the *Concurso* Plan is approved or if such other means are successful.

104. Wilmington therefore seeks a declaration providing that the Guarantees cannot be novated, substituted, released, waived, discharged, modified, or extinguished except in accordance with the terms of the Indentures, as interpreted under New York law. More specifically:

(1) The Guarantees cannot be novated, substituted, released, waived, discharged, modified, extinguished, or otherwise affected by the approval or any judgment adopting the *Concurso* Plan set forth in the Lock-Up Agreements;

(2) Each Guarantor’s obligations under the Notes and Indentures can be discharged or released only if all principal, premium, accrued interest, and other amounts payable under the Notes are paid in full, or with the consent of every individual Noteholder, or in an insolvency proceeding of which that Guarantor is the subject;

(3) The Guarantees remain in full force and effect, for the full amount owed under the Notes and the Indentures, even if the Mexican Court approves the *Concurso* Plan or any other

reorganization plan resulting from any insolvency proceeding of Vitro; and

(4) The Notes and the Indentures are governed by New York law.

PRAYER FOR RELIEF

WHEREFORE, Wilmington requests the entry of judgment severally against Defendants as follows:

- A. Awarding Wilmington damages equal to the principal amount of the Notes, and all unpaid accrued interest due thereon, including capitalized interest, and all other unpaid amounts that are due and owing under the terms of the Notes, together with pre-judgment and/or post-judgment interest, as applicable; and
- B. Awarding Wilmington a declaratory judgment as set forth in Paragraph 104; and
- C. Granting Plaintiffs such other legal and equitable relief as the Court deems just and proper.

Dated: New York, New York
August 17, 2011

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