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Counsel for GTS Services, LLC

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¹ 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) and VVP Funding Corporation (Case No. 11-33161).

GTS Services, LLC (“GTS”), creditor and party-in-interest in the above-captioned bankruptcy cases of Vitro America, LLC and its affiliated debtors (collectively, the “Debtors”), by and through its undersigned counsel, hereby submits its limited objection and reservation of rights (the “*Limited Objection*”) to the proposed cure amounts with respect to the assumption and assignment of certain executory contracts in connection with the contemplated sale of substantially all of the Debtors’ assets to American Glass Enterprises, LLC. In support of its Limited Objection, GTS states as follows:

On November 17, 2010, several creditors of the Debtors filed involuntary petitions for relief against Vitro America, LLC, Super Sky Products, Inc., Super Sky International, Inc., VVP Finance Corporation and certain affiliated entities under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”). On April 6, 2011, an order for relief was entered with respect to Vitro America, LLC, Super Sky Products, Inc., Super Sky International, Inc. and VVP Finance Corporation. On May 9, 2011, VVP Funding Corporation filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

On April 7, 2011, the Debtors filed a motion (the “*Sale Procedures Motion*”), seeking approval of: (A) bidding procedures and bidding protections in connection with the sale of substantially all of certain of the Debtors’ assets; (B) establishing procedures to determine cure amounts and deadlines for objections for certain contracts and leases to be assumed and assigned by the Debtors; (C) scheduling a hearing on the Sale Procedures Motion; and (D) granting related relief. On May 10, 2011, this Court entered an Order approving the Sale Procedures Motion (the “*Sale Procedures Order*”).

Pursuant to the Sale Procedures Order, on May 25, 2011, the Debtors filed that certain *Notice to Parties In Interest of Each Bidder’s (I) List of Assigned Contracts; and (II) List of*

Assumed Liabilities (the “*Assumption and Assignment Notice*”). The Assumption and Assignment Notice disclosed those executory contracts, unexpired leases and other liabilities of which each of the three bidders of the Debtors’ assets (American Glass Enterprises, LLC, V.I. Industries, Inc. and Vitro America Acquisition Corporation) proposed to take assignment in the event it was the successful bidder for the Debtors’ assets at auction.

On June 1, 2011, an auction was held for the Debtors’ assets, with American Glass Enterprises, LLC (the “*Purchaser*”) emerging as the successful bidder. The Purchaser’s successful bid was referenced in that certain *Notice of Successful Bid* filed by the Debtors on June 2, 2011.

In the Assumption and Assignment Notice, the Purchaser discloses several executory contracts between one or more of the Debtors and GTS (the “*GTS Contracts*”) that the Purchaser seeks to assume. The GTS Contracts, along with the proposed cure amounts thereunder, are as follows:²

GlasPacLX EDI Service Agreement	\$0
GlasPacLX eXpress Service	\$17,281
GlasPacLX On-line Service Agreement (Cont.) 9-30-09	\$0
GlasPacLX On-line Service Agreement 9-30-09	\$109,000

² The Assumption and Assignment Notice also includes several agreements between one or more of the Debtors and GTS that the Purchaser will not seek to have the Debtors assume and assign. Those additional agreements are not the subject of this Limited Objection, and GTS reserves its rights in the event the Debtors or the Purchaser subsequently seek to assume and assign those agreements.

Section 365(b) of the Bankruptcy Code states that, if there has been a default in an executory contract, a debtor may not assume the contract unless, at the time of assumption of such contract, the debtor:

- (A) cures, or provides adequate assurance that the trustee will promptly cure, such default...;
- (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
- (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b).

In the present case, GTS submits that the amounts necessary to cure all existing pre- and post-petition payment defaults under the GTS Contracts are substantially higher than the amounts scheduled by the Purchaser in the Assumption and Assignment Notice. As of June 3, 2011, GTS calculated its existing receivable (including all pre-petition, gap period and post-petition amounts due) to be in the aggregate amount of \$242,288.93 (the “*Cure Claim*”) in accordance with section 365(b)(1) of the Bankruptcy Code. A detailed description of the Cure Claim is attached hereto as Exhibit 1.³

GTS is hopeful that any issues related to the Cure Claim and the assumption of the GTS Contracts will promptly be resolved with the Debtors and the Purchaser without the need for litigation. Nevertheless, out of an abundance of caution and in light of the rapid pace of the Debtors’ sale process, GTS files this Limited Objection, and further reserves its rights to assert additional objections in the event the Purchaser fails to timely remit the full Cure Claim in

³ GTS acknowledges its Cure Claim may be reduced in light of received yet unapplied payments from the Debtors.

accordance with the Bankruptcy Code and/or any orders of this Court or seeks to assume other executory contracts of GTS.

By: /s/ Thomas R. Fawkes
One of Its Attorneys

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EXHIBIT 1

GTS SERVICES, LLC CURE CLAIM CALCULATION¹

<u>Description</u>	<u>Amount</u>
Pre-Petition Claim (Prior to 11/30/10)	\$ -
Gap Period Claim (11/30/10 - 4/5/11)	\$ 179,584.60
Post-Petition Claim (4/6/11 to Present)	\$ 62,704.33
TOTAL CURE CLAIM	\$ 242,288.93²

¹ All amounts calculated as of June 3, 2011.

² Cure Claim may be reduced by received but unapplied payment of \$46,608.80.

CERTIFICATE OF SERVICE

I, Thomas R. Fawkes, an attorney, hereby certify that on June 6, 2011, I caused a true and correct copy of the foregoing *Limited Objection and Reservation of Rights of GTS Services, LLC to the Proposed Cure Amounts with Respect to the Assumption and Assignment of Certain Executory Contracts in Connection with the Proposed Sale of Substantially all of the Debtors' Assets to American Glass Enterprises, LLC* to be filed electronically with the Court and served upon the parties requesting electronic service.

/s/ Thomas R. Fawkes

Thomas R. Fawkes