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

In re:	§	Chapter 11
Vista Proppants and Logistics, LLC, et al.	§	Case No. 20-42002-elm11
	§	Jointly Administered
Debtors.	§	

**OBJECTION OF UNITED ELECTRIC COOPERATIVE SERVICES, INC.
TO NOTICE OF CURE PROCEDURES**

TO THE HONORABLE EDWARD LEE MORRIS, U.S. BANKRUPTCY JUDGE:

NOW COMES United Electric Cooperative Services, Inc., d/b/a United Cooperative Services ("United Electric"), which has a mailing address of P.O. Box 290, Stephenville, Texas 76401, and files its Objection to *Notice of Cure Procedures* [Docket No. 407] ("Cure Notice").

Background Facts

1. United Electric is a Texas non-profit membership corporation established pursuant to the Texas Electric Cooperative Corporation Act (Texas Utilities Code).
2. United Electric is a party to two contracts with Debtor Lonestar Prospects, Ltd., (Case No. 20-42006) ("Lonestar Prospects").

The Cresson Service Contract.

3. United Electric, as Seller, and Lonestar Prospects, as Customer, entered into a written *Agreement for Electric Service* dated June 13, 2011, with an effective date of April 8, 2011 ("Cresson Service Contract"), under which United Electric provided electricity to Lonestar Prospects.

4. The Cresson Service Contract is identified as item number 161 on the *Cure Amount Schedule* attached as Schedule 1 to the Cure Notice. The Proposed Cure for the Cresson Service Contract is listed as \$0.00.

5. Lonestar Prospects is in default under the terms of the Cresson Service Contract due to its failure to pay the pre-petition amounts due and owing to United Electric of \$110,194.73. The invoices issued by United Electric identify the account number and sub-account numbers associated with the Cresson Service Contract and are described in the summary attached hereto as Exhibit "A." Reference is made to the individual invoices attached as Exhibit "A-1" to the Proof of Claim filed by United Electric (Claims Register No. 36; Lonestar Prospects, Ltd., Case No. 20-42006), which invoices are incorporated herein by reference.

The Tolar Service Contract

6. Additionally, United Electric, as Seller, and Lonestar Prospects, as Customer, entered into an *Electric Service Agreement* dated August 10, 2017, with an effective date of August 10, 2017 ("Tolar Service Contract"), under which United Electric provided electricity to Lonestar Prospects.

7. The Tolar Service Contract is identified as item number 160 on the *Cure Amount Schedule* attached as Schedule 1 to the Cure Notice. The Proposed Cure for the

Tolar Service Contracts is listed as \$0.00.

8. Lonestar Prospects is in default under the terms of the Tolar Service Contract due to its failure to pay the pre-petition amounts due and owing to United Electric of \$30,969.22. The invoices issued by United Electric identify the account number and sub-account numbers associated with the Tolar Service Contract and are described in the summary attached hereto as Exhibit "A." Reference is made to the individual invoices attached as Exhibit "A-1" to the Proof of Claim filed by United Electric (Claims Register No. 36; Lonestar Prospects, Ltd., Case No. 20-42006), which invoices are incorporated herein by reference.

9. The total pre-petition amount due and owing to United Electric from Lonestar Prospects with respect to the Cresson Service Contract and the Tolar Service Contract is \$141,163.95, and this amount is shown in the Schedules filed by Lonestar Prospects (Docket No. 15; Case No. 42006); *Schedule E/F Creditors Who Have Unsecured Claims*, Part 2, item reference number 3.203.

Objection to Cure Notice

10. The Proposed Cure of \$0.00 for both the Cresson Service Contract and the Tolar Service Contract violates the provisions of 11 U.S.C. § 365 (b)(1)(A), which requires that Lonestar Prospects cure or provide United Electric with adequate assurance that it will promptly cure the existing payment defaults.

11. United Electric objects to the Proposed Cure under the Cure Notice of \$0.00 with respect to the Cresson Service Contract. United Electric alleges that the amount necessary to cure the Cresson Service Contract is at least the pre-petition amount due to United Electric of \$110,194.73.

12. Should Lonestar Prospects elect to assume the Cresson Service Contract, it should be required to pay United Electric \$110,194.73 as the appropriate cure amount.

13. United Electric objects to the Proposed Cure under the Cure Notice of \$0.00 with respect to the Tolar Service Contract. United Electric alleges that the amount necessary to cure the Tolar Service Contract is at least the pre-petition amount due to United Electric of \$30,969.22.

14. Should Lonestar Prospects elect to assume the Tolar Service Contract, it should be required to pay United Electric \$30,969.22 as the appropriate cure amount.

Prayer

As set forth above, United Electric objects to the proposed cure amounts set forth in the Cure Notice and requests that the Court find that the cure amount with respect to the Cresson Service Contract is \$110,194.73 and with respect to the Tolar Service Contract is \$30,969.22, and that such amounts be paid to United Electric in connection with the assumption of said Service Contracts by Lonestar Prospects.

United Electric prays for such other and further relief to which it may be entitled.

Dated: September 10, 2020.

Respectfully submitted:

/s/ Randy Meigs

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**Attorneys for United Electric
Cooperative Services, Inc.**

CERTIFICATE OF SERVICE

I, hereby certify that, a true and correct copy of the above and foregoing Objection of United Cooperative Services, Inc. has this 10th day of September, 2020, been served through the Court's Electronic Case Filing (ECF) system on all parties registered to receive electronic notices in this case through the ECF system, and served separately by email on the parties listed on the Confirmation Service List as shown below:

Stephen M. Pezanosky (stephen.pezanosky@haynesboone.com);
Matthew T. Ferris (matt.ferris@haynesboone.com);
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Erin Schmidt (Erin.Schmidt2@usdoj.gov).

/s/ Randy Meigs
Randy Meigs

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Exhibit A

Exhibit "A"**United Electric Cooperative Services, Inc.
Pre-petition Amounts Owed by****Lonestar Prospects, Ltd. - Bankruptcy Case No. 20-42006**

Account / Sub Account	Prior Invoices	Read Dates	Current Invoices	Read Dates	Total Both Invoices	Cresson Service Contract	Tolar Service Contract
213782-001	\$ 10,899.53	4/30-5/31	\$ 8,718.99	5/31-6/9	\$ 19,618.52	\$ 19,618.52	
213782-002	3,472.55	5/7-6/8	3,304.77	6/8-6/9	6,777.32	6,777.32	
213782-003	106.38	5/7-6/8	5.89	6/8-6/9	112.27	112.27	
213782-009	883.22	5/7-6/8	842.35	6/8-6/9	1,725.57	1,725.57	
213782-010	32.07	5/7-6/8	1.49	6/8-6/9	33.56	33.56	
213782-011	5,908.63	5/7-6/8	4,111.89	6/8-6/9	10,020.52	10,020.52	
213782-012	3,385.14	5/1-6/1	2,922.70	6/1-6/9	6,307.84	6,307.84	
213782-013	8,527.66	5/7-6/8	5,479.33	6/8-6/9	14,006.99	14,006.99	
213782-014	17,130.72	4/30-5/31	12,170.38	5/31-6/9	29,301.10	29,301.10	
213782-015	132.18	5/7-6/8	7.41	6/8-6/9	139.59	139.59	
213782-016	160.57	5/7-6/8	14.62	6/8-6/9	175.19	175.19	
213782-018	25.00	5/7-6/8	1.04	6/8-6/9	26.04	26.04	
213782-019	197.61	5/7-6/8	19.63	6/8-6/9	217.24	217.24	
213782-021	10,817.93	4/30-5/31	8,145.52	5/31-6/9	18,963.45	18,963.45	
213782-023	136.96	5/7-6/8	12.65	6/8-6/9	149.61	149.61	
213782-024	82.16	5/7-6/8	5.36	6/8-6/9	87.52	87.52	
213782-025	904.93	5/7-6/8	424.56	6/8-6/9	1,329.49	1,329.49	
213782-026	25.00	5/7-6/8	0.83	6/8-6/9	25.83	25.83	
213782-027	553.07	4/30-5/31	447.15	5/31-6/9	1,000.22	1,000.22	
213782-028	165.43	5/7-6/8	11.43	6/8-6/9	176.86	176.86	
213782-029	27.97	5/7-6/8	1.41	6/8-6/9	29.38		\$ 29.38
213782-030	28.13	5/7-6/8	1.57	6/8-6/9	29.70		29.70
213782-031	25.00	5/7-6/6	3.05	6/6-6/9	28.05		28.05
213782-032	25.32	5/7-6/8	1.34	6/8-6/9	26.66		26.66
213782-035	25.00	5/7-6/8	1.85	6/8-6/10	26.85		26.85
213782-036	25.00	5/7-6/8	1.04	6/8-6/9	26.04		26.04
213782-037	25.00	5/7-6/8	1.41	6/8-6/9	26.41		26.41
213782-038	25.09	5/7-6/8	2.00	6/8-6/9	27.09		27.09
213782-039	32.98	5/7-6/8	1.80	6/8-6/9	34.78		34.78
213782-040	33.51	5/7-6/8	1.41	6/8-6/9	34.92		34.92
213782-041	108.58	5/7-6/8	6.27	6/8-6/9	114.85		114.85
213782-042	1,590.13	5/7-6/8	1,373.65	6/8-6/9	2,963.78		2,963.78
213782-043	25.00	5/7-6/8	1.41	6/8-6/9	26.41		26.41
213782-044	4,202.64	4/30-5/31	3,283.43	5/31-6/9	7,486.07		7,486.07
213782-045	1,020.20	5/7-6/8	764.76	6/8-6/9	1,784.96		1,784.96
213782-046	26.60	5/7-6/8	1.49	6/8-6/9	28.09		28.09
213782-047	4,399.06	4/30-5/31	4,138.63	5/31-6/9	8,537.69		8,537.69
213782-048	5,152.03	4/30-5/31	4,529.89	5/31-6/9	9,681.92		9,681.92
213782-050	26.69	5/7-6/8	0.88	6/8-6/9	27.57		27.57
213782-051	27.00	5/7-6/8	1.00	6/8-6/9	28.00		28.00
Totals					<u>\$ 141,163.95</u>	<u>\$ 110,194.73</u>	<u>\$ 30,969.22</u>