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Attorney for Lonestar Prop 50, LLC

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

In re:	§	Chapter 11
	§	
Vista Proppants and Logistics, LLC, et al. ¹	§	Case No. 20-42002-elm11
	§	
	§	Jointly Administered
Debtors.	§	
	§	

**WITHDRAWAL OF LONESTAR PROP 50, LLC'S
OBJECTION TO NOTICE OF CURE PROCEDURES**

TO THE HONORABLE EDWARD LEE MORRIS, UNITED STATES BANKRUPTCY JUDGE:

COMES NOW Lonestar Prop 50, LLC ("Lonestar Prop 50"), and files its Withdrawal of Objection to *Notice of Cure Procedures* [Docket No. 407] ("Cure Notice").

1. Lonestar Prop 50, as the lessor, and Lonestar Prospects, Ltd. ("Lonestar Prospects"), as the lessee, are parties to a Silica Sand Lease and Mining Agreement ("Mining Agreement"). The Mining Agreement is subject to four (4) amendments as follows:

a. A First Amendment to Silica Sand Lease and Mining Agreement effective as of October 18, 2016;

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Vista Proppants and Logistics, LLC (7817) ("Vista OpCo"); VPROP Operating, LLC (0269) ("VPROP"); Lonestar Prospects Management, L.L.C. (8451) ("Lonestar Management"); MAALT Specialized Bulk, LLC (2001) ("Bulk"); Denetz Logistics, LLC (8177) ("Denetz"); Lonestar Prospects, Ltd. (4483) ("Lonestar Ltd."); and MAALT, LP (5198) ("MAALT"). The location of the Debtors' service address is 4413 Carey Street, Fort Worth, TX 76119-4219.



- b. A Second Amendment to Silica Sand Lease and Mining Agreement effective as of March 1, 2019;
 - c. A Third Amendment to Royalty Agreement effective as of May 8, 2019; and
 - d. A Fourth Amendment to Silica Sand Lease and Mining Agreement effective as of April 1, 2020.
2. The Mining Agreement and the amendments thereto are listed as an executory contract to be assumed on page 11 of 13 of the Cure Notice. The cure amount is reflected at \$32,145.
3. Lonestar Prop 50 filed an *Objection* [Docket No. 416] to the Cure Notice. Since then, Lonestar Prop 50 has been provided the supporting information and reviewed the royalty calculations in relation to the Cure Amount.
4. Lonestar Prop 50 hereby withdraws the Objection and accepts the sum of \$32,145 as the proper Cure Amount.

PRAYER

ACCORDINGLY, Lonestar Prop 50 hereby withdraws the Objection.

Dated: September 18, 2020.

Respectfully submitted,

/s/ J. Robert Forshey
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Attorneys for Lonestar Prop 50, LLC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on the parties via the Court's CM/ECF Electronic Notice on September 18, 2020.

/s/ J. Robert Forshey
J. Robert Forshey

L:\BFORSHEY\Lonestar Prop 50, LLC (CrR-Vista Proppants) #6118\Pleadings-20-42002-elm11 (Lead case)\Withdrawl of Objection to Notice of Cure Procedures by Debtors 9.18.20.docx