

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

IN RE:	§	Chapter 11
	§	
VERTEX ENERGY, INC. <i>et al.</i> , <sup>1</sup>	§	Case No. CASE NO.: 24-90507
	§	
Debtors.	§	

**LIMITED OBJECTION OF HARGROVE AND ASSOCIATES, INC. TO DEBTOR'S  
SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES  
[Related to Dkt. # 553-1]**

COMES NOW Hargrove and Associates, Inc. ("Hargrove") and files this limited objection to the Debtor's *Schedule of Assumed Executory Contracts and Unexpired Leases* (the "Cure Notice") [Dkt. # 553-1] and would show the Court as follows:

1. On September 24, 2024 (the "Petition Date"), the debtors each filed voluntary petitions under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). The Debtors continue to operate their businesses as Debtors in Possession and no trustee or examiner has been appointed.

2. On November 17, 2024, the Debtors filed the *First Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and Its Debtor Affiliates* [Dkt. # 425].

3. On December 19, 2024, the Debtors filed the *Third Amended Plan Supplement for the First Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and Its Debtor Affiliates* [Dkt. # 553], which includes, among other things, a *Schedule of Assumed Executory Contracts and Unexpired Leases* (the "Cure Notice") [Dkt. # 553-1]. The Cure Notice provides counterparties no less than fourteen (14) days to object to the Cure amounts set forth in the Cure Notice.

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/vertex>.



4. On December 20, 2024, the Debtors filed the Second Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and Its Debtor Affiliates [Dkt. # 564] (together with the Original Plan and First Amended Plan, the “Plan”).

5. On December 20, 2024, the Court entered an *Order Confirming the Second Amended Joint Chapter 11 Plan of Vertex Energy, Inc. and Its Debtor Affiliates* (the “Confirmation Order”) [Dkt. # 571].

6. The Cure Notice lists a purchase contract dated August 30, 2023 as an executory contract to be assumed (the “Purchase Contract”). The Cure Notice lists a cure amount owed to Hargrove under the Purchase Contract of \$495,163.94 (the “Proposed Cure Amount”).

7. Hargrove and Associates, Inc. has provided postpetition seconded labor to the Debtors. As of the Petition Date, the amount necessary to cure the default in payment under the Purchase Contract was \$321,788.07. Since the commencement of the case, the Debtor has continued to use services provided under the Purchase Contract and has allowed additional amounts owed under the Purchase Contract to become past due.

8. As of December 31, 2024, the Proposed Cure Amount is sufficient to cure past due amounts owed under the Purchase Contract. However, additional amounts are currently owed by the Debtors to Hargrove on the Purchase Contract and unless paid prior, between December 31, 2024 and the Effective Date of the Plan, additional amounts owed will become past due.

9. Hargrove and Associates, Inc. files this limited objection and reservation of rights to the Proposed Cure Amount shown in the Cure Notice to the extent additional amounts become owed and past due between December 31, 2024 and the Effective Date.

10. Hargrove and Associates, Inc. reserves the right to amend this objection and increase the amounts necessary to cure any default prior to assumption of the Purchase Contract

on the Effective Date since additional amounts may become past due between the filing of this Objection and the Effective Date.

**WHEREFORE**, Hargrove and Associates, Inc. requests an order requiring the Debtors to pay all amounts owed and past due on the Purchase Contract at or prior to assumption of the Purchase Contract on the Effective Date.

Respectfully submitted,

/s/ Danielle Mashburn-Myrick (pro hac vice)  
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*Attorneys for Creditor  
Hargrove and Associates, Inc.*

**CERTIFICATE OF SERVICE**

I certify that, on January 2, 2025, I electronically filed the foregoing document via the CM/ECF system, and a true and correct copy of the foregoing was served upon the parties who have requested e-notice, *via* the CM/ECF electronic notice system.

Respectfully submitted,  
/s/ Danielle Mashburn-Myrick (pro hac vice)  
DANIELLE MASHBURN-MYRICK