

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
Mineral Park, Inc., et al.,¹) Case No.: 14-11996 (KJC)
)
Debtors.) (Jointly Administered)

Deadline for Objections to Sale Motion: January 16, 2015 at 4:00 p.m. (Eastern Time)
Sale Hearing Date and Time: January 20, 2015 at 10:00 a.m. (Eastern Time)

**NOTICE OF COUNTERPARTIES TO EXECUTORY CONTRACTS
AND UNEXPIRED LEASES OF POTENTIAL ASSUMPTION AND ASSIGNMENT**

PLEASE TAKE NOTICE that, on January 7, 2015, Mineral Park, Inc.

(“Mineral Park”) and Bluefish Energy Corporation (“Bluefish”), two of the debtors and debtors in possession (Mineral Park and Bluefish are together referenced herein as the “Debtors” or the “Sellers”), filed a motion (the “Sale Motion”) seeking entry of an order (the “Sale Order”):

(a) approving the *Asset Purchase Agreement* dated January 7, 2015 between the Debtors, as sellers, and Origin Mining Company, LLC (the “Buyer”),² as buyer (the “Agreement”), a copy of which is attached to the Sale Motion as Exhibit A), authorizing the sale (the “Sale”) of substantially all the assets of Debtor Mineral Park Inc. and Debtor Bluefish (the “Acquired Assets”); (b) authorizing the sale of the Acquired Assets free and clear of all liens, claims, rights, encumbrances, and other interests pursuant to sections 105, 363(b), 363(f), and 363(m) of the Bankruptcy Code; (c) authorizing the assumption and assignment of certain executory contracts

¹ The Debtors in these proceedings and the last four digits of each Debtor’s federal taxpayer identification number are as follows: Mineral Park, Inc. (6900); Bluefish Energy Corporation (6843); Mercator Mineral Park Holdings Ltd. (3520); and Lodestrike Resources Ltd. (7923). The mailing address for Debtors Mineral Park, Inc. and Bluefish Energy Corporation is 8275 N. Mineral Park Road, Golden Valley AZ 86413. The mailing address for Debtors Mercator Mineral Park Holdings Ltd. and Lodestrike Resources Ltd. is #1050 - 625 Howe Street, Vancouver BC V6C 2T6.

² The Buyer is an affiliate of Waterton Global Resource Management Cayman Corp.

and unexpired leases; and (d) granting related relief. Under the Agreement, the Debtors propose to sell, in care and maintenance status, Mineral Park's mine and certain associated equipment, including Bluefish's electricity generator, to the Buyer for \$10,000,000. The sale also will include the assumption of certain specifically identified liabilities, including environmental reclamation obligations, which will have the effect of the Buyer reimbursing the Debtors for approximately \$3,500,000 of pledged cash collateral. The Buyer is not acquiring any of the Debtors' cash, finished goods inventory, accounts receivable, certain prepaid assets, or litigation claims. In connection with the sale, the Debtors may assume and assign to the Buyer some or all of those executory contracts and leases (the "Designated Contracts") listed on the schedule attached hereto as **Exhibit 1** (the "Assignment Schedule").³

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because you may be a counterparty to an Designated Contract with the Sellers.

PLEASE TAKE FURTHER NOTICE that the amount shown on the Assignment Schedule as the "Cure Amount" for the Designated Contract listed on the Assignment Schedule is the amount, based upon the Sellers' books and records, which the Sellers believe can be paid to cure any and all defaults and actual pecuniary losses existing under such Designated Contract as of **January 7, 2015** to which you are a counterparty.

³ Such Designated Contracts may or may not be assumed and assigned to the Buyer and nothing contained herein or otherwise shall be deemed as an assumption or assumption and assignment of any such contracts. The Debtors reserve the right to delete items from, supplement, and modify the Assignment Schedule at any time, provided that to the extent that the Debtors add a Designated Contract to the Assignment Schedule or modify any cure amount set forth in the Assignment Schedule for a Designated Contract, the affected party shall receive separate notice and an opportunity to object to such addition or modification.

PLEASE TAKE FURTHER NOTICE that if you disagree with the Cure Amount shown for the Designated Contract on the Assignment Schedule, you must file in writing with the United States Bankruptcy Court for the District of Delaware, Marine Midland Plaza, 824 Market Street, 6th Floor, Wilmington, Delaware 19801, an objection on or before **4:00 P.M. Eastern Time on January 16, 2015.**

PLEASE TAKE FURTHER NOTICE that if you have any other objection to the Sellers' assumption and assignment of the Designated Contract to which you are a party, to the Buyer, or to any of the other relief requested, you also must file that objection in the manner and by the date and time stated above and below.

PLEASE TAKE FURTHER NOTICE that the Sellers will deliver a copy of the Sale Motion to you by facsimile, email or overnight delivery if you email a written request for such delivery to Debtors' counsel. The Sale Motion is also available on the Prime Clerk Bankruptcy web site at <https://cases.primeclerk.com/mineralpark>.

PLEASE TAKE FURTHER NOTICE that any objection so filed must be served so as to be received by **January 16, 2014 at 4:00 P. M. (Eastern Time)** upon the attorneys below: (i) counsel to the Debtors and Debtors-in-Possession, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, DE 19899-8705 (Courier 19801), Attn: Jeremy V. Richards, Esq., Maxim B. Litvak, Esq., and James E. O'Neill, Esq.; (ii) counsel to the Lenders, (a) Luskin, Stern & Eisler LLP, Eleven Times Square, 8th Avenue & 41st Street, New York, NY 10036, Attn: Richard Stern, Esq. and Matthew O'Donnell, Esq. and (b) Morris Nichols Arsht & Tunnell LLP, 1201 North Market Street, Suite

1600, Wilmington, DE 19801, Attn: Derek C. Abbott, Esq. and Andrew R. Remming, Esq.; (iii) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 N. King Street, Suite 2207, Lock Box 35, Wilmington, DE 19801, Attn: Tiiara N.A. Patton, Esq.; (iv) counsel to the Creditors' Committee, (a) Stinson Leonard Street LLP, 150 South Fifth Street, Suite 2300, Minneapolis, MN 55402, Attn: Robert T. Kugler, Esq. and (b) Hiller & Arban, LLC, 1500 N. French Street, 2nd Floor, Wilmington, DE 19801, Attn: Adam Hiller, Esq. and Johnna M. Darby, Esq. and (v) counsel for the Buyer, Allen & Overy LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Mitchell Silk, Esq and Elise O'Connell, Esquire.

PLEASE TAKE FURTHER NOTICE THAT IF YOU DO NOT TIMELY FILE AND SERVE AN OBJECTION AS STATED ABOVE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE SALE MOTION WITH NO FURTHER NOTICE.

ANY NON-DEBTOR PARTY TO ANY DESIGNATED CONTRACT WHO DOES NOT FILE AND SERVE A TIMELY OBJECTION AS SET FORTH ABOVE SHALL BE, AMONG OTHER THINGS, (A) DEEMED TO HAVE CONSENTED TO THE APPLICABLE CURE AMOUNT, IF ANY, AND TO THE ASSUMPTION AND ASSIGNMENT OF SUCH DESIGNATED CONTRACT, (B) BOUND TO SUCH CURE AMOUNT, (C) DEEMED TO HAVE AGREED THAT THE BUYER HAS PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITHIN THE MEANING OF SECTION 365(B)(1)(C) OF THE BANKRUPTCY CODE, (D) FOREVER BARRED FROM OBJECTING TO THE ASSUMPTION AND ASSIGNMENT OF ITS RESPECTIVE DESIGNATED CONTRACTS IDENTIFIED ON THE ASSIGNMENT SCHEDULE,

INCLUDING, WITHOUT LIMITATION, ASSERTING ANY ADDITIONAL CURE PAYMENTS OR REQUESTING ADDITIONAL ADEQUATE ASSURANCE OF FUTURE PERFORMANCE, (E) DEEMED TO HAVE AGREED THAT ALL DEFAULTS UNDER THE APPLICABLE DESIGNATED CONTRACT ARISING OR CONTINUING PRIOR TO THE EFFECTIVE DATE OF THE ASSIGNMENT OF SUCH DESIGNATED CONTRACT HAVE BEEN CURED AS A RESULT OR PRECONDITION OF THE ASSIGNMENT, SUCH THAT THE BUYER OR THE DEBTORS SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY DEFAULT OCCURRING OR CONTINUING PRIOR TO THE ASSIGNMENT, AND FROM AND AFTER THE DATE OF THE ASSIGNMENT THE APPLICABLE DESIGNATED CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE BENEFIT OF THE BUYER AND SUCH PARTY IN ACCORDANCE WITH ITS TERMS, AND (F) DEEMED TO HAVE AGREED THAT THE TERMS OF THE SALE ORDER SHALL APPLY TO THE ASSUMPTION AND ASSIGNMENT OF THE APPLICABLE DESIGNATED CONTRACT.

Dated: January 8, 2015

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

Jeremy V. Richards (CA Bar No. 102300)

Maxim B. Litvak (CA Bar No. 215852)

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Counsel to Debtors and Debtors in Possession

EXHIBIT 1**Assumed Contracts or Leases**

Counterparty Name	Description of Contract	Cure Amount
UNITED RENTALS File 51122 Los Angeles, CA 90074	Equipment Lease for 10,000 lb. Extend-a-Fork Serial #0160033889 and Sullair 375 CFM Compressor Serial #201103120059 September 5, 2014 (postpetition contract)	N/A
EDWARD DEVENYNS CONSULTING 15900 Caswell Lane Reno, NV 89511	Service Agreement May 1, 2011	\$23,162
EXPERIOR NETWORKS LLC 3880 Stockton Hill Road, Suite 103-136 Kingman, AZ 86409	Data Transportation Agreement July 8, 2014	\$0
INTERTECH COMPUTER SERVICES 5225 S 39th Street Phoenix, AZ 85040	Network Management Agreement August 1, 2011	\$0
KINGMAN TURQUOISE 3471 Chea Drive Kingman, AZ 86413	Stone Sale August 13, 2012	\$0
NEW ERA CONSULTING SERVICES 8275 N. Mineral Park Road Golden Valley, AZ 86413	Consulting Service March 24, 2014	\$0
OXBOW 1450 Lake Robbins Rd, Suite 500 The Woodlands, Texas 77380	Acid Post-Petition Contract	\$0
PRAXAIR 2525 Northern Ave. Kingman, AZ 86409	Product Agreement March 7, 2011, as amended	\$42,506
STANTEC 13980 Collections Center Rd Chicago, IL 60693	Service Agreement	\$0