

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

)	
In re:	)	Chapter 11
)	
Quicksilver Resources Inc., <u>et al.</u> , ¹	)	Case No. 15-10585 (LSS)
)	
Debtors.	)	Jointly Administered
)	
	)	Hearing Date: April 15, 2015 at 2:00 p.m. (EDT)
	)	Obj. Deadline: April 8, 2015 at 4:00 p.m. (EDT)

**DEBTORS’ APPLICATION PURSUANT TO
BANKRUPTCY CODE SECTION 327(a) AND BANKRUPTCY RULE 2014(a)
FOR AUTHORITY TO EMPLOY AND RETAIN GARDEN CITY GROUP, LLC
AS ADMINISTRATIVE AGENT NUNC PRO TUNC TO THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby move the Court for entry of an order pursuant to section 327(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing the Debtors to Retain Garden City Group, LLC (“GCG”) as administrative agent (“Administrative Agent”), *nunc pro tunc* to the Petition Date (as defined herein), in connection with the above-captioned chapter 11 cases (the “Section 327 Application”). The declaration of Angela Ferrante in support of the Section 327 Application (the “Ferrante 327 Declaration”) is attached hereto as **Exhibit B** and a proposed order granting the relief requested herein is attached hereto as **Exhibit C**. In support of this Section 327 Application, the Debtors respectfully represent:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Quicksilver Resources Inc. [6163]; Barnett Shale Operating LLC [0257]; Cowtown Drilling, Inc. [8899]; Cowtown Gas Processing L.P. [1404]; Cowtown Pipeline Funding, Inc. [9774]; Cowtown Pipeline L.P. [9769]; Cowtown Pipeline Management, Inc. [9771]; Makarios Resources International Holdings LLC [1765]; Makarios Resources International Inc. [7612]; QPP Holdings LLC [0057]; QPP Parent LLC [8748]; Quicksilver Production Partners GP LLC [2701]; Quicksilver Production Partners LP [9129]; and Silver Stream Pipeline Company LLC [9384]. The Debtors’ address is 801 Cherry Street, Suite 3700, Unit 19, Fort Worth, Texas 76102.

JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).²
2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The bases for the relief requested herein are Bankruptcy Code section 327(a), Bankruptcy Rule 2014(a), and Local Rule 2014-1.

BACKGROUND

4. On March 17, 2015 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. These chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015 and Local Rule 1015-1. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases. No committees have been appointed or designated.

5. A description of the Debtors’ business and the reasons for filing these chapter 11 cases is set forth in the Declaration of Vanessa Gomez LaGatta in Support of First Day Pleadings (the “First Day Declaration”) filed on the Petition Date and incorporated by reference as if fully set forth herein.

RELIEF REQUESTED

6. On the Petition Date, the Debtors filed the *Debtors’ Application for an Order Appointing Garden City Group, LLC as Claims and Noticing Agent for the Debtors Pursuant to*

² Under rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors hereby confirm their consent to the entry of a final order by this Court in connection with this Motion if it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection therewith consistent with Article III of the United States Constitution.

28 U.S.C. § 156(c), 11 U.S.C. § 105(a), and Local Rule 2002-1(f) *nunc pro tunc* to the Petition Date [Docket No. 14] (the “Section 156(c) Application”), which was approved by the Court on March 19, 2015.³ Notwithstanding the approval of the 156(c) Application, the Debtors believe that the administration of these chapter 11 cases will require GCG to perform duties outside the scope of those outlined in the Section 156(c) Application and approved in the Section 156(c) Order. Accordingly, the Debtors submit this Section 327 Application for authority to employ and retain GCG as Administrative Agent pursuant to Bankruptcy Code section 327(a), Bankruptcy Rule 2014(a), and Local Rule 2014-1, and in accordance with the terms and conditions of the Bankruptcy Administration Agreement, attached hereto as **Exhibit A** (the “Bankruptcy Administration Agreement”).

GCG’S QUALIFICATIONS

7. As a specialist in claims management and legal administration services, GCG provides comprehensive administrative solutions for chapter 11 cases. GCG is one of the country’s leading chapter 11 administrators, with substantial experience in matters of all sizes and levels of complexity, including several large bankruptcy cases pending in both this District and other districts: *In re ProNerve Holdings, LLC, et al.*, No. 15-10373 (KJC) (Bankr. D. Del. Feb. 25, 2015); *In re ZCO Liquidating Corp. (f/k/a OCZ Tech. Grp., Inc.), et al.*, No. 13-13126 (PJW) (Bankr. D. Del. Dec. 2, 2013); *In re Savient Pharm., Inc., et al.*, No. 13-12680 (MFW) (Bankr. D. Del. Oct. 14, 2013); *In re Rural/Metro Corp., et al.*, No. 13-11952 (KJC) (Bankr. D. Del. Aug. 4, 2013); *In re Maxcom Telecomunicaciones, S.A.B. de C.V., et al.*, No. 13-11839 (PJW) (Bankr. D. Del. July 23, 2013); *In re Genco Shipping & Trading Limited, et al.*, No. 14-11108 (SHL) (Bankr. S.D.N.Y. Apr. 21, 2014); *In re Vivaro Corp., et al.*, No. 12-13810 (MG)

³ Docket No. 86 (the “Section 156(c) Order”).

(Bankr. S.D.N.Y. Sept. 5, 2012); *In re Arcapita Bank B.S.C.(c), et al.*, No. 12-11076 (SHL) (Bankr. S.D.N.Y. Mar. 19, 2012); *In re AMR Corp., et al.*, No. 11-15463 (SHL) (Bankr. S.D.N.Y. Nov. 29, 2011).⁴ Based on GCG's experience, the Debtors believe that GCG is well-qualified to serve as the administrative agent in these chapter 11 cases.

SERVICES TO BE PROVIDED

8. Pursuant to the Bankruptcy Administration Agreement, and to the extent requested by the Debtors, GCG has agreed to perform, among other services, the following:

- (a) assisting with the preparation and filing of the Debtors' schedules of assets and liabilities and statements of financial affairs;
- (b) recording all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e); *provided, however*, that if any evidence of transfer of claim(s) is filed with the Court pursuant to Bankruptcy Rule 3001(e), and if the evidence of transfer or notice thereof executed by the parties purports to waive the 21-day notice and objection period required under Bankruptcy Rule 3001(e), then the Administrative Agent may process the transfer of claim(s) to change the name and address of the claimant of such claim to reflect the transfer, and the effective date of such transfer will be the date the evidence of such transfer was docketed in the case;
- (c) generating and providing claim reports and claim objection exhibits;
- (d) managing the preparation, compilation and mailing of documents to creditors and other parties in interest in connection with the solicitation of a chapter 11 plan (a "Plan");
- (e) managing any rights offering pursuant to the Plan;
- (f) managing the publication of legal notices;
- (g) collecting and tabulating votes in connection with any Plan filed by the Debtors and providing ballot reports to the Debtors and their professionals;
- (h) generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results;
- (i) managing any distributions made pursuant to a Plan; and

⁴ Because of the voluminous nature of the cases referenced herein, orders granting GCG's retention are not attached to the Section 327 Application. Copies of such orders, however, are available on request of the Debtors' proposed counsel.

- (j) providing any and all necessary administrative tasks not otherwise specifically set forth above as the Debtors or its professionals may require in connection with these chapter 11 cases.

9. GCG's appointment as Administrative Agent will provide the Debtors with experienced professionals and services that are essential to a successful reorganization. GCG will coordinate with the Debtors' other retained professionals in these chapter 11 cases to avoid any unnecessary duplication of services. Accordingly, the relief requested in this Section 327 Application is in the best interests of the Debtors' estates and all parties in interest.

PROFESSIONAL COMPENSATION

10. The Debtors solicited, received, and reviewed rates from other noticing and claims agents and submit that GCG's rates are competitive with respect to the rates charged by GCG's competitors for the performance of similar services. As such, the Debtors believe that GCG's rates are reasonable given GCG's extensive bankruptcy experience, expertise, and high quality of service.

11. Notwithstanding any terms in the Bankruptcy Administration Agreement to the contrary, and as referenced in the Section 156(c) Application, the Debtors provided GCG a retainer in the amount of \$275,000. GCG has applied the retainer to all pre-petition invoices, and will apply any remaining retainer amounts to post-petition amounts due. GCG also seeks to thereafter hold the retainer under the Bankruptcy Administration Agreement during these chapter 11 cases to apply against unpaid fees and expenses incurred in performing services for the Debtors under the Bankruptcy Administration Agreement.

12. The Debtors propose to compensate GCG on substantially the terms and conditions set forth in the Bankruptcy Administration Agreement. To the extent that GCG's duties exceed the scope of the Section 156(c) Order, GCG intends to apply to the Court for allowance of compensation and reimbursement of reasonable and necessary out-of-pocket

expenses incurred after the Petition Date in accordance with Bankruptcy Code sections 330 and 331, the Bankruptcy Rules, the Local Rules, and any further orders of the Court (collectively, the “Fee Guidelines”).

DISINTERESTEDNESS

13. To the best of the Debtors’ knowledge, and except as disclosed in the Ferrante 327 Declaration, GCG: (i) is a “disinterested person” within the meaning of Bankruptcy Code section 101(14); (ii) does not hold or represent an interest adverse to the Debtors’ estates in connection with any matter on which GCG will be employed; and (iii) neither GCG nor any of its employees has any connection with the Debtors, their creditors, the United States Trustee or any other party in interest in these chapter 11 cases.

14. Prior to the Petition Date, GCG performed certain professional services for the Debtors in accordance with the Bankruptcy Administration Agreement. The Debtors do not owe GCG any amount for services performed or expenses incurred prior to the Petition Date.

15. In connection with its appointment as Administrative Agent in these chapter 11 cases, GCG represents, among other things, that it will not employ any past or present employees of the Debtors in connection with its work as the administrative agent in these chapter 11 cases.

16. GCG will conduct ongoing reviews of its files to ensure that no conflict or other disqualifying circumstances exist or arise. If any new material facts or circumstances are discovered that would require disclosure, GCG will supplement its disclosure to the Court.

17. To the extent there is any inconsistency between this Section 327 Application, the Bankruptcy Administration Agreement, the Fee Guidelines and any Court order approving this Section 327 Application (the “Section 327 Order”), the Section 327 Order shall govern.

BASIS FOR RELIEF

18. Bankruptcy Code section 327(a) provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

See 11 U.S.C. § 327(a).

19. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

See Fed. R. Bankr. P. 2014(a).

20. In light of the size and complexity of these chapter 11 cases, the Debtors respectfully submit that GCG's retention and employment pursuant to the terms of the Bankruptcy Administration Agreement are both necessary and in the best interests of the Debtors' estates and all parties in interest to these chapter 11 cases. The Debtors also believe that the terms and conditions of the Bankruptcy Administration Agreement are reasonable in light of the thousands of anticipated creditors, equity security holders and other parties in interest that will be involved in these chapter 11 cases.

NOTICE

21. No trustee, examiner, or creditors' committee has been appointed in the Debtors' chapter 11 cases. The Debtors have provided notice of this Section 327 Application to (a) the Office of the United States Trustee for the District of Delaware, Attn: Jane Leamy, Esq.; (b) the

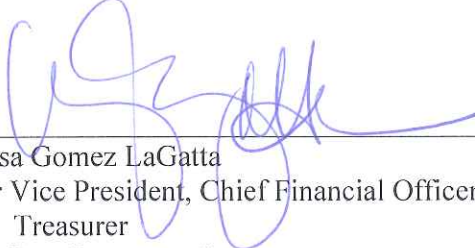
entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to the agents under the Debtors' pre-petition credit facilities; (d) counsel to the Ad Hoc Group of Second Lienholders; (e) counsel to the indenture trustees under the Debtors' pre-petition indentures; (f) the United States Securities and Exchange Commission; (g) the United States Internal Revenue Service; and (h) any parties entitled to notice pursuant to Local Rule 2002-1(b). In light of the nature of the relief requested in this Section 327 Application, the Debtors respectfully submit that no further notice is necessary.

22. No previous request for the relief sought herein has been made to this Court or any other court.

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WHEREFORE, the Debtors respectfully request that the Court: (i) enter the proposed Section 327 Order granting the relief sought herein; and (ii) grant such other and further relief as the Court deems just and proper.

Fort Worth, Texas
Date: March 25, 2015



Vanessa Gomez LaGatta
Senior Vice President, Chief Financial Officer, and
Treasurer
Quicksilver Resources Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
Quicksilver Resources Inc., <u>et al.</u> , ¹)	Case No. 15-10585 (LSS)
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Debtors.)	Jointly Administered
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)	Hearing Date: April 15, 2015 at 2:00 p.m. (EDT)
)	Obj. Deadline: April 8, 2015 at 4:00 p.m. (EDT)

NOTICE OF APPLICATION AND HEARING

PLEASE TAKE NOTICE that, on March 25, 2015, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Application Pursuant to Bankruptcy Code Section 327(a) and Bankruptcy Rule 2014(a) for Authority to Employ and Retain Garden City Group, LLC as Administrative Agent Nunc Pro Tunc to the Petition Date* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that, any responses or objections to the Application must be filed in writing with the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon and received by the undersigned proposed counsel for the Debtors on or before **April 8, 2015 at 4:00 p.m. (Eastern Daylight Time)**.

PLEASE TAKE FURTHER NOTICE that, if an objection is timely filed, served and received and such objection is not otherwise timely resolved, a hearing to consider such

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objection and the Application will be held before The Honorable Laurie Selber Silverstein at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801 on **April 15, 2015 at 2:00 p.m. (Eastern Daylight Time)**.

IF NO OBJECTIONS TO THE APPLICATION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

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Wilmington, Delaware
Date: March 25, 2015

/s/ Amanda R. Steele

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**PROPOSED COUNSEL FOR DEBTORS AND
DEBTORS IN POSSESSION**

EXHIBIT A

Bankruptcy Administration Agreement



BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of February 5, 2015, is between The Garden City Group, LLC, a Delaware Limited Liability Company (the "Company" or "GCG"), and Quicksilver Resources Inc. on behalf of itself and its direct and indirect subsidiaries (collectively, the "Clients").

The Clients desire to retain the Company to perform certain noticing, claims processing, solicitation and other administrative services for the Clients in their chapter 11 cases anticipated to be filed in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Clients. Such services are hereinafter referred to as "Services." The Clients agree and understand that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1. Compensation. As full compensation for the Services to be provided by the Company, the Clients agree to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Clients and is attached hereto as Exhibit A, subject to agreed upon discounts (subject to Bankruptcy Court approval in the event of an unresolved dispute). In some instances, these fees include commissions and/or markups. Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. Such adjusted rates will only apply to the Services and be payable by the Clients following their receipt of written notice of such rate adjustment. Clients agree to pay the Company a [\$\$] retainer prepetition (which may be replenished from time to time), to be applied as follows: (a) first against the contemporaneous and subsequent fees and expenses incurred by the Clients in connection with Services rendered by the Company pre-petition; and (b) with respect to the portion of the retainer that remains outstanding, if any, after the petitions are filed, first against any outstanding pre-petition fees and expenses incurred by the Clients in connection with the Services, and then against the first invoice rendered by the Company to the Clients for the post-petition fees and expenses incurred by the Clients in connection with the Services.

2.2. Expenses. In addition to the compensation set forth in Section 2.1, the Clients shall reimburse the Company for all out-of-pocket expenses reasonably incurred and documented by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Clients and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.

2.3. Billing and Payment. Except as provided in Section 2.2, or specifically set forth below in Section 2.3, the Company shall bill the Clients for its fees and expenses for Services performed under 28 U.S.C. § 156(c) on a monthly basis, and the Clients shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). With respect to pre-petition invoices, the same will show application of any advance or contemporaneous payments against subsequent and contemporaneous fees and expenses and state an advance amount to replenish the retainer, if any. With respect to post-petition invoices, for Services performed outside the scope of 28 U.S.C. § 156(c), the Company shall apply for compensation and reimbursement of expenses in accordance with the procedures set forth in 11 U.S.C. §§ 330 and 331, the applicable Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the District of Delaware, any applicable orders of the Bankruptcy Court, the guidelines established by the United States Trustee for the District of Delaware and such other procedures that have been, or may be, fixed by order of the Bankruptcy Court. Unless otherwise agreed to in writing, the fees for print notice and media publication (including any markups and/or commissions charged by GCG and included in those fees) must be paid within three (3) business days of the date of GCG's invoice. Each of the Clients is jointly and severally liable for the Company's fees and expenses.

3. Term and Termination.

3.1. Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2. Termination.

(a) Either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include, but are not limited to: (i) failure to cure a material breach within thirty (30) days after receipt of such written notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue, in good faith, efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of written notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

(c) In accordance with the Bankruptcy Court's Local Rules, procedures and/or directives, or in the absence thereof, as soon as practicable (i) following the entry of a final decree closing the chapter 11 case, or (ii) following the conversion of the chapter 11 case to chapter 7, the Company shall forward all original proofs of claim to the Federal Archives Record Administration. For all other documents in the Company's actual or constructive possession (including, but not limited to, letters, e-mails, facsimiles, other correspondence and all undeliverable and/or returned mail), the Company shall retain paper copies and electronic copies for one (1) year (i) following the entry of a final decree closing the chapter 11 case, or (ii) following the conversion of the chapter 11 case to chapter 7. Following the one (1) year retention period, the Company shall have the right to destroy all such documents. This provision shall not affect the Company's normal course business processes for archives and back-up tapes.

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any

of its employees shall be deemed to be an employee of the Clients. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Clients to their employees, and the Clients will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Clients. Nothing in this Agreement requires the Clients to use the Company for any future work relating to the Services, and, in the event the Clients decide to use another party for such future work, the Company agrees to cooperate fully with the Clients to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Clients are responsible for the accuracy of all programs, data and other information they submit to the Company (including all information for the preparation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements")) and for the output of such information. The Company may undertake to place such data and information into certain systems and programs, including in connection with the generation of Schedules and Statements. The Company does not verify information provided by the Clients and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Clients. All Schedules and Statements filed on behalf of, or by, the Clients are reviewed and ultimately approved by the Clients, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1. Confidentiality. In connection with this Agreement, each of the Clients and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Clients (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder, and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case, without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction, provided, however, that the Receiving Party must provide the Disclosing Party with prompt written notice of such subpoena or court order so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the Disclosing Party's efforts to obtain same.

6.2. Protection of Intellectual Property. The Clients acknowledge that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Clients agree to use their best efforts to protect such intellectual property, and shall not, either during the term of this Agreement, or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Clients understand that the software programs and other materials furnished by the Company pursuant to this Agreement, and/or developed during the course of this Agreement by the Company, are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation. The Clients further agree that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3. Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party unless Receiving Party was aware that the information was confidential, in which case the obligations in Sections 6.1 and 6.2 shall apply; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Indemnification. The Clients, jointly and severally, hereby indemnify and hold harmless the Company and its directors, officers, employees, affiliates and agents against any losses incurred by the Company arising out of, in connection with or related to (a) any gross negligence or willful misconduct by the Clients, their employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendering of the Services; (b) any breach of this Agreement by any of the Clients; or (c) any erroneous instructions or information provided to the Company by any of the Clients for use in providing the Services. Notwithstanding any provision in the Application (as defined herein) or the Agreement to the contrary, the Clients have no obligation to indemnify the Company or provide contribution or reimbursement to the Company for any claim or expense that is either (a) judicially determined (the determination having become final) to have arisen from the Company's gross negligence or willful misconduct or (b) settled prior to a judicial determination as to the Company's gross negligence or willful misconduct, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution or reimbursement under the terms of the Application and this Agreement, as modified by Bankruptcy Court order (each, an "Order"). If, before the earlier of (a) the entry of an Order confirming a chapter 11 plan in these chapter 11 cases (that Order having become a final order no longer subject to appeal), and (b) the entry of an Order closing these chapter 11 cases, the Company believes that it is entitled to the payment of any amounts by the Clients on account of the Clients' indemnification, contribution and/or reimbursement obligations under this Agreement (as modified by an Order), including without limitation the advancement of defense costs, the Company must file an application therefor in the Bankruptcy Court, and the Clients may not pay any such amounts to the Company before the entry of an Order approving the payment.

8. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction over all matters regarding this Agreement.

9. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five (5) days after the date of deposit in the United States mail, or, if sent by overnight courier, one (1) business day after delivery to such courier, as follows: if to the Company, to The Garden City Group, LLC, 1985 Marcus Avenue, Suite 200, Lake Success, New York 11042, Attention: David Isaac, Chief Executive Officer;

and if to the Clients, to Quicksilver Resources Inc., 801 Cherry Street, Suite 3700, Unit 19, Fort Worth, Texas 76102; Attention: Vanessa Gomez LaGatta, Senior Vice President – Chief Financial Officer and Treasurer.

11. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of laws provisions).

12. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court having competent jurisdiction, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

13. Assignment. This Agreement and the rights and obligations of the Company and the Clients hereunder shall bind and inure to the benefit of any successors or assigns thereto.

14. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Clients shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an Order is entered approving such Application (the "Retention Order"), any discrepancies between this Agreement, the Application and the Retention Order shall be controlled by the Application and the Retention Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Quicksilver Resources Inc.

per
AG review
[Signature]

The Garden City Group, LLC

By: [Signature]
Name: Vanessa Gomez LaGatta
Title: Senior Vice President –
Chief Financial Officer and Treasurer

By: [Signature]
Name: Angela Ferrante
Title: Vice President, Bankruptcy

EXHIBIT A



GCG Pricing

Services

Fees (Unit/Hourly)

Set-Up Creditor File

Set-up fee.....	Waived
Electronic import of creditor data.....	No per creditor charge
Assist with production of Schedules and Statements of Financial Affairs.....	Standard hourly rates

Noticing

Notice printing / copies	\$0.10 per page (volume discounts apply)
Electronic noticing (e-mail).....	\$50 per 1,000
Facsimile noticing (domestic facsimile).....	\$0.10 per page
Personalization/labels	\$0.05 each
Legal publication of notice	Quote
Processing undeliverables	\$0.25 each

Document Management

Sort and prep mail (including handling remains).....	Standard hourly rates
Document scanning	\$0.12 per image
Monthly document storage (paper).....	\$1.50 per box
(electronic).....	\$0.02 per image (waived for first three months)

Claims Administration

Association of claimant name and address to database.....	\$0.15 per claim
Claim acknowledgement postcards	\$0.10 each
Processing of claims, including non-conforming claims, supervisory review and application of message codes	Standard hourly rates

Public Securities / Balloting / Solicitation and Tabulation

Solicitation and Balloting (including coordination with nominees and Broadridge and processing of master ballots, tabulation, verification and certification of vote).....	Standard hourly rates
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Web Site

Creating customized, interactive web site (including e-mail box for creditors).....	Standard hourly rates
Monthly maintenance fee	\$200 per month
Providing updates to website.....	Standard hourly rates

Services

Fees (Unit/Hourly)

Contact Services

Case-specific voice-mail box for creditors.....	No charge
Interactive Voice Response (“TVR”).....	\$1,900 set up \$0.39 per minute
Customer Service Representatives	\$0.95 per minute
Monthly maintenance charge	\$100 per month
Management of Call Center (including handling of claimant communications, call backs, e-mails, and other correspondences)	Standard hourly rates

Miscellaneous Expenses

Travel.....	At cost
Postage, courier, etc.....	At cost
Copying, facsimile.....	\$0.10 per page

Hourly Billing Rates*

Title	Standard Hourly Rates
Administrative, Mailroom and Claims Control	\$45-\$55
Project Administrators	\$70-\$85
Project Supervisors	\$95-\$110
Graphic Support & Technology Staff	\$100-\$200
Project Managers and Senior Project Managers	\$125-\$175
Directors and Asst. Vice Presidents	\$200-\$295
Vice Presidents and above	\$295*

* For this engagement, GCG agrees to provide discounted hourly rates as reflected in the chart above and to cap its highest hourly rate at \$295. Expert services provided by Angela Ferrante and Craig Johnson, the latter in connection with solicitation (including of public securities) and tabulation will be at a rate of \$310 per hour. Any additional services not covered by this proposal will be charged at GCG hourly rates including any outsourced work performed under GCG supervision and controls. GCG will not charge overtime for any of its hourly rates.

EXHIBIT B

Ferrante 327 Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
Quicksilver Resources Inc., <u>et al.</u> , ¹	)	Case No. 15-10585 (LSS)
Debtors.	)	Jointly Administered
)	

**DECLARATION OF ANGELA FERRANTE IN SUPPORT OF
THE DEBTORS’ APPLICATION PURSUANT TO BANKRUPTCY
CODE SECTION 327(a) AND BANKRUPTCY RULE 2014(a) FOR
AUTHORITY TO EMPLOY AND RETAIN GARDEN CITY GROUP, LLC
AS ADMINISTRATIVE AGENT NUNC PRO TUNC TO THE PETITION DATE**

Angela Ferrante makes this declaration under 28 U.S.C. § 1746:

1. I am a Vice President, Bankruptcy Operations, at Garden City Group, LLC (“GCG”),² and I am authorized to make and submit this declaration on behalf of GCG. This declaration is submitted in support of the application (the “Section 327 Application”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for authorization pursuant to Bankruptcy Code section 327(a) and Bankruptcy Rule 2014(a) to employ and retain GCG as administrative agent (“Administrative Agent”) in connection with the above-captioned chapter 11 cases and in accordance with the terms and conditions of the Bankruptcy Administration Agreement by and between the Debtors and GCG dated as of February 5, 2015 (the “Bankruptcy Administration Agreement”), a true and correct copy of which is attached to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Quicksilver Resources Inc. [6163]; Barnett Shale Operating LLC [0257]; Cowtown Drilling, Inc. [8899]; Cowtown Gas Processing L.P. [1404]; Cowtown Pipeline Funding, Inc. [9774]; Cowtown Pipeline L.P. [9769]; Cowtown Pipeline Management, Inc. [9771]; Makarios Resources International Holdings LLC [1765]; Makarios Resources International Inc. [7612]; QPP Holdings LLC [0057]; QPP Parent LLC [8748]; Quicksilver Production Partners GP LLC [2701]; Quicksilver Production Partners LP [9129]; and Silver Stream Pipeline Company LLC [9384]. The Debtors’ address is 801 Cherry Street, Suite 3700, Unit 19, Fort Worth, Texas 76102.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Section 327 Application.

the Section 327 Application as Exhibit A. The statements contained herein are based upon personal knowledge.

2. GCG is one of the country's leading chapter 11 administrators with expertise in all areas of bankruptcy administration, including, but not limited to, balloting administration and distribution, and GCG is well-qualified to provide administrative services in connection with these chapter 11 cases. GCG has been retained as the administrative agent in a number of large chapter 11 cases in both this and other jurisdictions, including: *In re ProNerve Holdings, LLC, et al.*, No. 15-10373 (KJC) (Bankr. D. Del. Feb. 25, 2015); *In re ZCO Liquidating Corp. (f/k/a OCZ Tech. Grp., Inc.), et al.*, No. 13-13126 (PJW) (Bankr. D. Del. Dec. 2, 2013); *In re Savient Pharm., Inc., et al.*, No. 13-12680 (MFW) (Bankr. D. Del. Oct. 14, 2013); *In re Rural/Metro Corp., et al.*, No. 13-11952 (KJC) (Bankr. D. Del. Aug. 4, 2013); *In re Maxcom Telecomunicaciones, S.A.B. de C.V., et al.*, No. 13-11839 (PJW) (Bankr. D. Del. July 23, 2013); *In re Genco Shipping & Trading Limited, et al.*, No. 14-11108 (SHL) (Bankr. S.D.N.Y. Apr. 21, 2014); *In re Vivaro Corp., et al.*, No. 12-13810 (MG) (Bankr. S.D.N.Y. Sept. 5, 2012); *In re Arcapita Bank B.S.C.(c), et al.*, No. 12-11076 (SHL) (Bankr. S.D.N.Y. Mar. 19, 2012); *In re AMR Corp., et al.*, No. 11-15463 (SHL) (Bankr. S.D.N.Y. Nov. 29, 2011).³

3. The Debtors selected GCG to serve as the Administrative Agent for the Debtors' estates, as set forth in more detail in the Section 327 Application filed contemporaneously herewith. To the best of my knowledge, neither GCG, nor any of its professional personnel, have any relationship with the Debtors that would impair GCG's ability to serve as Administrative Agent. GCG may have relationships with some of the Debtors' creditors, but any such relationships are in matters completely unrelated to these chapter 11 cases, either as vendors

³ Because of the voluminous nature of the cases referenced herein, orders granting Garden City Group, LLC's retention are not attached to the Section 327 Application. Copies of such orders, however, are available on request of the Debtors' proposed counsel.

or in cases where GCG serves as a settlement claims administrator or bankruptcy administrator. GCG's assistance in the cases where GCG acts as a settlement claims administrator in the non-bankruptcy context has been primarily related to the design and dissemination of legal notices and other administrative functions in such matters. For example, GCG was retained by BP to provide certain administrative services in connection with the April 20, 2010 oil spill. In addition, GCG personnel may have relationships with some of the Debtors' creditors; *however*, such relationships are of a personal, financial nature and completely unrelated to these chapter 11 cases. GCG has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to these chapter 11 cases. I am an attorney formerly associated with the Debtors' bankruptcy counsel, Akin Gump Strauss Hauer & Feld LLP ("Akin Gump"). I was employed by Akin Gump from May 2003 through December 2006. While employed at Akin Gump, I did not work on any matters involving the Debtors. In addition, Denise Kaloudis, a Senior Consultant at GCG, is an attorney who was formerly associated with Akin Gump. Ms. Kaloudis was employed by Akin Gump from April 2009 through March 2011. I have also been advised that while employed at Akin Gump, Ms. Kaloudis did not work on any matters involving the Debtors. GCG has represented, and will continue to represent, clients in matters unrelated to these chapter 11 cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain vendors, professionals and potential purchasers in connection with matters unrelated to these chapter 11 cases.

4. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company. Ernst & Young LLP, the Debtors' proposed independent auditor, serves as Crawford & Company's auditor in matters completely unrelated to these chapter 11 cases. More than fifteen years ago, certain employees of GCG worked with a practice group at KPMG, which was spun

off in 1994 and renamed GCG. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company, an insurance risk-adjusting firm. From time to time, GCG retains KPMG, the Debtors' tax advisor, to provide tax consulting advice in connection with its settlement, administrative and related work, which is completely unrelated to these chapter 11 cases. I have been advised that Ronda Collum, a Senior Director at GCG, was formerly associated with KPMG. Ms. Collum was employed by KPMG from October 1998 through October 2003. I have also been advised that while employed at KPMG, Ms. Collum did not work on any matters involving the Debtors. I am advised that Crawford & Company has no material relationship with the Debtors, and while it may have rendered services to certain creditors, received services from certain creditors, or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's retention by the Debtors in these chapter 11 cases.

5. To the best of my knowledge, information, and belief, and in accordance with Bankruptcy Rule 5002, neither GCG nor any of its professional personnel, is a relative of the Honorable Laurie Selber Silverstein, the bankruptcy judge presiding over these chapter 11 cases, and GCG does not have a connection with the Honorable Laurie Selber Silverstein that would render its retention in these chapter 11 cases improper.

6. GCG is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, in that GCG and its professional personnel:

- (a) are not creditors, equity security holders or insiders of the Debtors;
- (b) are not, and were not within two years before the date of the filing of these chapter 11 cases, directors, officers or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

7. GCG has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these chapter 11 cases. If GCG's proposed retention is approved by this Court, GCG will not accept any engagement or perform any services for any entity or person other than the Debtors in these chapter 11 cases without the prior express consent and authority of the Debtors; *provided, however*, that GCG has been appointed claims and noticing agent in these chapter 11 cases pursuant to the *Order Authorizing Retention and Appointment of Garden City Group, LLC as Claims and Noticing Agent for the Debtors Under 28 U.S.C. § 156(c), 11 U.S.C. § 105(a), and Local Rule 2002-1(f) Nunc Pro Tunc to the Petition Date*. In addition, GCG may provide professional services to entities or persons that may be creditors or parties-in-interest in these chapter 11 cases, which services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

8. As referenced in the Section 327 Application, GCG has received a \$275,000 retainer from the Debtors. GCG has applied the retainer to all pre-petition invoices, and will apply any remaining retainer amounts to post-petition amounts due. GCG also seeks to thereafter hold the retainer under the Bankruptcy Administration Agreement during these chapter 11 cases to apply against unpaid fees and expenses incurred in performing services for the Debtors under the Bankruptcy Administration Agreement.

9. GCG represents, among other things, that:

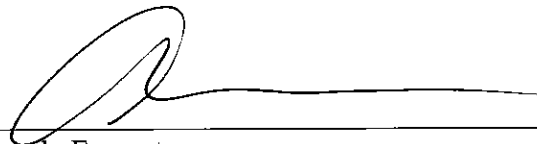
- (a) it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Administrative Agent;
- (b) by accepting employment in these chapter 11 cases, GCG waives any right to receive compensation from the United States government;
- (c) in its capacity as Administrative Agent, GCG will not be an agent of the United States and will not act on behalf of the United States; and
- (d) GCG will not employ any past or present employees of the Debtors in connection with its work as Administrative Agent.

10. Subject to the Court's approval, the Debtors have agreed to compensate GCG for professional services rendered pursuant to Bankruptcy Code section 327(a) in connection with these chapter 11 cases according to the terms and conditions of the Bankruptcy Administration Agreement.

11. To the extent that GCG's duties exceed the scope of those set forth in the the Section 156(c) Application, GCG intends to apply to the Court for allowance of compensation and reimbursement of reasonable and necessary out-of-pocket expenses incurred after the Petition Date in accordance with the Fee Guidelines (as defined in the Section 327 Application).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed on this 25th day of March, 2015.

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a long horizontal line extending to the right.

Angela Ferrante
Vice President, Bankruptcy Operations
Garden City Group, LLC

EXHIBIT C

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
Quicksilver Resources Inc., <u>et al.</u> , ¹	)	Case No. 15-10585 (LSS)
)	
Debtors.	)	Jointly Administered
)	

**ORDER PURSUANT TO BANKRUPTCY CODE SECTION 327(a) AND
BANKRUPTCY RULE 2014(a) APPROVING THE EMPLOYMENT AND
RETENTION OF GARDEN CITY GROUP, LLC AS ADMINISTRATIVE
AGENT TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

Upon consideration of the application (the “Section 327 Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), pursuant to section 327(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for entry of an order authorizing the retention and employment of Garden City Group, LLC (“GCG”), as administrative agent for the Debtors, *nunc pro tunc* to the Petition Date, pursuant to the terms of the Bankruptcy Administration Agreement, all as more fully described in the Section 327 Application; and upon the Ferrante 327 Declaration, attached to the Section 327 Application as Exhibit A; and the Court being satisfied, based on the representations made in the Section 327 Application and the Ferrante 327 Declaration, that GCG is “disinterested” as such term is defined

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Quicksilver Resources Inc. [6163]; Barnett Shale Operating LLC [0257]; Cowtown Drilling, Inc. [8899]; Cowtown Gas Processing L.P. [1404]; Cowtown Pipeline Funding, Inc. [9774]; Cowtown Pipeline L.P. [9769]; Cowtown Pipeline Management, Inc. [9771]; Makarios Resources International Holdings LLC [1765]; Makarios Resources International Inc. [7612]; QPP Holdings LLC [0057]; QPP Parent LLC [8748]; Quicksilver Production Partners GP LLC [2701]; Quicksilver Production Partners LP [9129]; and Silver Stream Pipeline Company LLC [9384]. The Debtors’ address is 801 Cherry Street, Suite 3700, Unit 19, Fort Worth, Texas 76102.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 327 Application.

in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), and as required under Bankruptcy Code section 327(a); and that GCG represents no interest adverse to the Debtors' estates with respect to the matters upon which it is to be engaged; and the Court having jurisdiction to consider the Section 327 Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Section 327 Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Section 327 Application having been provided; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Section 327 Application (the "Hearing"); and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Section 327 Application is in the best interests of the Debtors, their estates, creditors and other parties in interest; and that the legal and factual bases set forth in the Section 327 Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Section 327 Application is granted as provided herein.
2. Pursuant to Bankruptcy Code section 327(a) and Bankruptcy Rule 2014(a), the Debtors are authorized to employ and retain GCG as Administrative Agent, *nunc pro tunc* to the Petition Date, pursuant to the terms and conditions set forth in the Bankruptcy Administration Agreement.
3. GCG is authorized to perform all actions and services set forth in the Section 327 Application, including, but not limited to, the following services:
 - (a) assisting with the preparation and filing of the Debtors' schedules of assets and liabilities and statements of financial affairs;

- (b) recording all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e); *provided, however*, that if any evidence of transfer of claim(s) is filed with the Court pursuant to Bankruptcy Rule 3001(e), and if the evidence of transfer or notice thereof executed by the parties purports to waive the 21-day notice and objection period required under Bankruptcy Rule 3001(e), then the Administrative Agent may process the transfer of claim(s) to change the name and address of the claimant of such claim to reflect the transfer, and the effective date of such transfer will be the date the evidence of such transfer was docketed in the case;
- (c) generating and providing claim reports and claim objection exhibits;
- (d) managing the preparation, compilation and mailing of documents to creditors and other parties in interest in connection with the solicitation of a chapter 11 plan (a "Plan");
- (e) managing any rights offering pursuant to the Plan;
- (f) managing the publication of legal notices;
- (g) collecting and tabulating votes in connection with any Plan filed by the Debtors and providing ballot reports to the Debtors and their professionals;
- (h) generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results;
- (i) managing any distributions made pursuant to a Plan; and
- (j) providing any and all necessary administrative tasks not otherwise specifically set forth above as the Debtors or its professionals may require in connection with these chapter 11 cases.

4. This Order shall not apply to any services GCG was authorized to render pursuant to the order approving the Section 156(c) Application.

5. To the extent that GCG's duties exceed the scope of those set forth in the Section 156(c) Application, GCG shall be compensated in accordance with, will file interim and final fee applications for allowance of its compensation and expenses pursuant to, and shall be subject to, the Fee Guidelines.

6. GCG shall be reimbursed for reasonable and necessary expenses as provided in the Fee Guidelines.

7. GCG shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

8. The Debtors and GCG are authorized to take such other and further actions necessary to comply with all of the duties set forth in the Section 327 Application.

9. To the extent that there may be any inconsistency between the terms of the Section 327 Application, the Bankruptcy Administration Agreement or this Order, the terms of this Order shall govern.

10. This Court retains jurisdiction with respect to all matters arising from, or related to, the implementation of this Order.

Dated: April _____, 2015
Wilmington, Delaware

THE HONORABLE LAURIE S. SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE