

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

In re:	)	
	)	Chapter 11
Quicksilver Resources Inc., <u>et al.</u> , <sup>1</sup>	)	Case No. 15-10585 ( )
	)	
Debtors.	)	Joint Administration Requested
	)	

**DEBTORS’ APPLICATION FOR AN ORDER APPOINTING GARDEN CITY GROUP, LLC AS CLAIMS AND NOTICING AGENT FOR THE DEBTORS PURSUANT TO 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**

The debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), hereby move for entry of an order substantially in the form of **Exhibit C** attached hereto (the “Section 156(c) Retention Order”), pursuant to 28 U.S.C. § 156(c), section 105(a) of title 11 of the United States Code (the “Bankruptcy Code”), and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (effective February 1, 2015) (the “Local Rules”), appointing Garden City Group, LLC (“GCG”) as claims and noticing agent (“Claims and Noticing Agent”) in the Debtors’ chapter 11 cases *nunc pro tunc* to the Petition Date (as defined herein) (the “Section 156(c) Application”). In support of the Section 156(c) Application, the Debtors respectfully represent as follows:<sup>2</sup>

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<sup>1</sup> 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.

<sup>2</sup> A detailed description of the Debtors and their businesses and the Debtors’ restructuring is set forth in greater detail in the Declaration of Vanessa Gomez LaGatta in Support of First Day Pleadings (the “First Day Declaration”), filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title

**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).<sup>3</sup>

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

**BACKGROUND**

3. 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. 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.

4. A description of the Debtors' business and the reasons for filing these chapter 11 cases is set forth in the First Day Declaration filed on the Petition Date and incorporated by reference as if fully set forth herein.

**RELIEF REQUESTED**

5. This Section 156(c) Application is made pursuant to 28 U.S.C. § 156(c), Bankruptcy Code section 105(a), and Local Rule 2002-1(f), for an order appointing GCG to act as the claims and noticing agent *nunc pro tunc* to the Petition Date in order to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in these chapter 11 cases. The Debtors' selection of GCG to act as the claims and noticing agent has satisfied the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, dated as of February 1, 2012, in that the Debtors have

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11 of the United States Code (the "Bankruptcy Code").

<sup>3</sup> Under Local Rule 9013-1(f), the Debtors hereby confirm their consent to the entry of a final order by this

obtained and reviewed engagement proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that GCG's rates are competitive and reasonable given GCG's quality of services and expertise. The terms of retention are set forth in the Bankruptcy Administration Agreement attached hereto as **Exhibit A** (the "Bankruptcy Administration Agreement"); *provided, however*, that GCG is seeking approval solely of the terms and provisions as set forth in this Section 156(c) Application and the proposed Section 156(c) Retention Order attached hereto.

6. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 20,000 entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is necessary and in the best interests of both the Debtors' estates and their creditors.

7. GCG has acted as the claims and noticing agent in numerous cases of comparable size, including several cases currently pending in the Court for this District and other districts: *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 Vivaro Corp., et al.*, No. 12-13810 (MG) (Bankr. S.D.N.Y. Sept. 5, 2012); *In re*

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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..

*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).<sup>3</sup>

8. By appointing GCG as the claims and noticing agent in these chapter 11 cases, the distribution of notices and the processing of claims will be expedited, and the Clerk's office will be relieved of the administrative burden of processing what may be an overwhelming number of claims. In support of this Section 156(c) Application, the Debtors submit GCG's declaration, attached hereto as **Exhibit B** (the "Ferrante 156(c) Declaration").

9. This Section 156(c) Application pertains only to the work to be performed by GCG under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f), and any work to be performed by GCG outside of this scope is not covered by this Section 156(c) Application or by any order granting approval hereof. Specifically, GCG will perform the following tasks in its role as claims and noticing agent (the "Claims and Noticing Services"), as well as all quality control relating thereto:

- (a) prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors or the Court, including (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under Bankruptcy Code section 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;
- (b) maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and any amounts owed thereto;

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<sup>3</sup> Because of the voluminous nature of the cases referenced herein, orders granting GCG's retention are not attached to the Section 156(c) Application. Copies of such orders, however, are available on request of the Debtors' proposed counsel.

- (c) maintain (i) a list of all potential creditors, equity holders and other parties-in-interest; and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rule sections 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;
- (d) furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) for *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven business days of service which includes (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) process all proofs of claim received, including those received by the Clerk’s office, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) maintain the official claims register for each Debtor (the “Claims Registers”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.), (vi) the applicable Debtor, and (vii) any disposition of the claim;
- (i) implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (j) relocate, by messenger or overnight delivery, all of the Court-filed proofs of claim to the offices of Claims and Noticing Agent, not less than weekly;
- (k) upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk upon the Clerk’s request copies of the Claims Registers for review;

- (l) monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed, and make necessary notations on or changes to the Claims Registers;
- (m) assist in the dissemination of information to the public, and respond to requests for administrative information regarding the chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website or call center;
- (n) if these chapter 11 cases are converted to chapter 7, contact the Clerk's office within three days of the notice to Claims and Noticing Agent of entry of the order converting these chapter 11 cases;
- (o) thirty days prior to the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Claims and Noticing Agent and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;
- (p) within seven days of notice to Claims and Noticing Agent of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of these chapter 11 cases;
- (q) at the close of these chapter 11 cases, box and transport all original documents, in proper format, as provided by the Clerk's office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064 or (ii) any other location requested by the Clerk's office; and
- (r) provide such other related claims and noticing services as the Debtors may require in connection with these chapter 11 cases.

10. The Claims Registers shall be opened to the public for examination without charge during regular business hours and on a case-specific website maintained by GCG, located at <http://www.gcginc.com/cases/kwk>.

#### **PROFESSIONAL COMPENSATION AND INDEMNIFICATION**

11. The fees to be charged by GCG in connection with these chapter 11 cases are set forth in the Bankruptcy Administration Agreement. The Debtors respectfully request that the undisputed fees and expenses incurred by GCG in the performance of the above Claims and Noticing Services be treated as administrative expenses of these chapter 11 cases pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A).

12. Furthermore, the Debtors respectfully submit that the fees and expenses incurred by GCG are administrative in nature and, therefore, should not be subject to the standard fee application procedures for professionals, and should be paid in the ordinary course of business without further application to, or order of, the Court.

13. GCG agrees to maintain records of all Claims and Noticing Services, including showing dates, categories of Claims and Noticing Services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, counsel to the Debtors, counsel to any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Bankruptcy Administration Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

14. Prior to the Petition Date, the Debtors provided GCG a retainer in the amount of \$275,000. GCG seeks to first apply the retainer to all pre-petition invoices, and thereafter, to have the retainer replenished to the original retainer amount. 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.

15. As part of the overall compensation payable to GCG under the terms of the Bankruptcy Administration Agreement, the Debtors have agreed, subject to certain exceptions, to indemnify and hold harmless GCG and its directors, officers, employees, affiliates, and agents, against any losses incurred by GCG arising out of, in connection with, or related to (a) any gross negligence or willful misconduct by the Debtors, their employees, agents, or representatives, or

misrepresentations made by such persons to third parties in connection with GCG's acts or omissions in connection with its rendering the Services (as defined in the Bankruptcy Administration Agreement); (b) any breach of the Bankruptcy Administration Agreement by any of the Debtors; or (c) any erroneous instructions or information provided to GCG by any of the Debtors for use in providing services pursuant to the Bankruptcy Administration Agreement.

**GCG'S DISINTERESTEDNESS**

16. Although by this 156(c) Application the Debtors do not propose to retain GCG as a professional under Bankruptcy Code section 327, to the best of GCG's knowledge, and except as set forth in the Ferrante 156(c) Declaration, GCG neither holds nor represents an interest materially adverse to the Debtors' estates nor has a connection to the Debtors, their creditors, or their related parties with respect to any matter for which GCG will be employed. GCG may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which GCG serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. However, GCG shall not employ any past or present employees of the Debtors for work that involves these chapter 11 cases.

17. In connection with its retention as the claims and noticing agent, Claims and Noticing Agent represents, among other things, that:

- (a) Claims and Noticing Agent 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 the claims and noticing agent in these chapter 11 cases;
- (b) by accepting employment in these chapter 11 cases, Claims and Noticing Agent waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (c) in its capacity as Claims and Noticing agent in these chapter 11 cases, Claims and Noticing Agent will not be an agent of the United States and will not act on behalf of the United States; and



- (d) it is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is to be engaged.

18. Should GCG discover any new relevant factors or relationships bearing on the matters described herein during the period of its retention, GCG will use reasonable efforts to file promptly a supplemental declaration.

**BASIS FOR RELIEF**

19. Bankruptcy Rule 2002 generally regulates what notices must be provided to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rule 2002, the Court may direct that some person other than the Clerk give notice of the various matters described therein.

20. Section 156 of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use “facilities” or “services” other than the Clerk’s office for administration of bankruptcy cases. It states:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

21. Accordingly, section 156(c) of title 28 of the United States Code empowers the Court to utilize outside agents and facilities for notice and claims purposes, provided the Debtors’ estates pay the cost of such services. Additionally, Local Rule 2002-1(f) requires, in all cases with over 200 creditors, a debtor to file a motion to retain a claims agent on the first day of the case or within seven days thereafter. Therefore, for all of the foregoing reasons, the Debtors

believe that the retention of GCG as claims and noticing agent in these chapter 11 cases is in the best interests of the Debtors, their estates, and creditors.

22. Furthermore, as mentioned above, this Section 156(c) Application complies with the *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)* and conforms to the standard section 156(c) application in use in this Court.

23. To the extent that there is any inconsistency between this Section 156(c) Application, the Section 156(c) Retention Order, and the Bankruptcy Administration Agreement, the Section 156(c) Retention Order shall govern.

**NOTICE**

24. No trustee, examiner, or creditors' committee has been appointed in the Debtors' chapter 11 cases. The Debtors have provided notice of this Section 156(c) 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 9013-1(m). In light of the nature of the relief requested in this Section 156(c) Application, the Debtors respectfully submit that no further notice is necessary.

**NO PRIOR REQUEST**

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

WHEREFORE, the Debtors request entry of the Section 156(c) Retention Order, in the form attached hereto as Exhibit C, authorizing Garden City Group, LLC to act as claims and noticing agent for the maintenance and processing of claims and the distribution of notices.

Wilmington, Delaware  
Date: March 17, 2015

/s/ Paul N. Heath

**RICHARDS, LAYTON & FINGER, P.A.**

Paul N. Heath (DE 3704)  
Amanda R. Steele (DE [RLF Insert])  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 651-7700  
Facsimile: (302) 651-7701

– and –

**AKIN GUMP STRAUSS HAUER & FELD LLP**

Charles R. Gibbs (*pro hac vice* motion pending)  
Sarah Link Schultz (*pro hac vice* motion pending)  
1700 Pacific Avenue, Suite 4100  
Dallas, Texas 75201  
Telephone: (214) 969-2800  
Facsimile: (214) 969-4343

Ashleigh L. Blaylock (*pro hac vice* motion pending)  
Kevin M. Eide (*pro hac vice* motion pending)  
Robert S. Strauss Building  
1333 New Hampshire Avenue, N.W.  
Washington, DC 20036-1564  
Telephone: (202) 887-4000  
Facsimile: (202) 887-4288

**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.

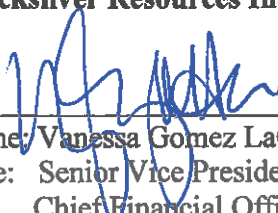
14. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only 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:   
Name: Vanessa Gomez LaGatta  
Title: Senior Vice President –  
Chief Financial Officer and Treasurer

By:   
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**\*

<b>Title</b>	<b>Standard Hourly Rates</b>
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 156(c) Declaration**

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

In re:	)	Chapter 11
Quicksilver Resources Inc., <u>et al.</u> , <sup>1</sup>	)	Case No. 15-_____ ( )
Debtors.	)	Joint Administration Requested

**DECLARATION OF ANGELA FERRANTE IN SUPPORT OF THE  
DEBTORS' APPLICATION FOR AN ORDER APPOINTING GARDEN  
CITY GROUP, LLC AS CLAIMS AND NOTICING AGENT FOR THE  
DEBTORS PURSUANT TO 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**

Angela Ferrante, being duly sworn, deposes and states:

1. I am a Vice President, Bankruptcy Operations, at Garden City Group, LLC (“GCG”), and I am authorized to make and submit this Declaration on behalf of GCG. This Declaration is submitted in support of the *Debtors' Application For an Order Appointing Garden City Group, LLC as Claims and Noticing Agent for the Debtors Pursuant to 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* (the “Section 156(c) Application”),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for authorization to retain GCG as the official claims and noticing agent (“Claims and Noticing Agent”) for the above-captioned chapter 11 cases pursuant to 28 U.S.C. § 156(c) and to approve the assumption of the Bankruptcy Administration Agreement by

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Section 156(c) Application.

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 the Section 156(c) 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 noticing, claims processing, balloting administration, and distribution. GCG is well-qualified to provide experienced claims and noticing services in connection with these chapter 11 cases. GCG is or was retained as the claims and noticing agent in a number of large chapter 11 cases in this District and in other districts, including, but not limited to, the following: *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 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).<sup>3</sup>

3. The Debtors selected GCG to serve as the claims and noticing agent for the Debtors’ estates, as set forth in more detail in the Section 156(c) Application. 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 Claims and Noticing 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 or in cases where GCG serves

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<sup>3</sup> Because of the voluminous nature of the cases referenced herein, orders granting GCG’s retention are not attached to the Section 156(c) Application. Copies of such orders, however, are available on request of the Debtors’ proposed counsel.

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. 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 even 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. 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. GCG is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), 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.

6. 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 service for any entity or person other than the Debtors in these chapter 11 cases; *provided however*, that contemporaneous with the filing of the Section 156(c) Application or shortly thereafter, the Debtors intend to file a separate application to retain GCG pursuant to Bankruptcy Code section 327 to provide additional services outside the scope of 28 U.S.C. §156(c). 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.

7. 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 Claims and Noticing 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 Claims and Noticing 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 Claims and Noticing Agent.

8. Subject to Court approval, the Debtors have agreed to compensate GCG for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with these chapter 11 cases according to the terms and conditions of the Bankruptcy Administration Agreement. Payments are to be based upon the submission of a billing statement by GCG to the Debtors after the end of each calendar month which includes a detailed listing of services and expenses. GCG has received a \$275,000 retainer from the Debtors. GCG seeks to first apply the retainer to all pre-

petition invoices, and thereafter, to have the retainer replenished to the original retainer amount. 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 will comply with all requests of the Clerk of the Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

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 17<sup>th</sup> day of March, 2015



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

**EXHIBIT C**

**Section 156(c) Retention Order**

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

In re:	)	
	)	Chapter 11
Quicksilver Resources Inc., <u>et al.</u> , <sup>1</sup>	)	Case No. 15-10585 ( )
	)	
Debtors.	)	Joint Administration Requested
	)	

**ORDER AUTHORIZING RETENTION AND APPOINTMENT OF  
GARDEN CITY GROUP, LLC AS CLAIMS AND NOTICING AGENT  
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**

Upon the application (the “Section 156(c) Application”)<sup>2</sup> of the above-captioned debtors and debtors in possession (the “Debtors”) for an order authorizing the retention and appointment of Garden City Group, LLC as Claims and Noticing Agent (“Claims and Noticing Agent”) under 28 U.S.C. §156(c), Bankruptcy Code section 105(a), and Local Rule 2002-1(f) *nunc pro tunc* to the Petition Date, to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases, and (iii) provide such other administrative services – as required by the Debtors – that would fall within the purview of services to be provided by the Clerk’s office; and upon the Ferrante 156(c) Declaration submitted in support of the Section 156(c) Application; and the Debtors having estimated that there are in excess of 20,000 creditors in these chapter 11 cases,

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<sup>1</sup> 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.

many of which are expected to file proofs of claim; and it appearing that the receiving, docketing, and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim; and the Court being satisfied (i) that Claims and Noticing Agent has the capability and experience to provide such services, and (ii) that Claims and Noticing Agent does not hold an interest adverse to the Debtors or the estates with respect the matters upon which it is to be engaged; and good and sufficient notice of the Section 156(c) Application having been given; and no other or further notice being required; and it appearing that the employment of Claims and Noticing Agent is in the best interests of the Debtors, their estates and creditors; and sufficient cause appearing therefor; it is hereby ORDERED:

1. The Section 156(c) Application is granted to the extent provide herein.
2. Notwithstanding the terms of the Bankruptcy Administration Agreement attached to the Section 156(c) Application as **Exhibit A** (the "Bankruptcy Administration Agreement"), the Section 156(c) Application is approved solely as set forth in this Order.
3. The Debtors are authorized to retain Claims and Noticing Agent *nunc pro tunc* to the Petition Date under the terms of the Bankruptcy Administration Agreement, and Claims and Noticing Agent is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Section 156(c) Application (the "Claims and Noticing Services").

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Section 156(c) Application.

4. The Claims and Noticing Agent shall serve as the custodian of Court records, shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. The Claims and Noticing Agent is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

6. The Claims and Noticing Agent is authorized to take such other action to comply with all duties set forth in the Section 156(c) Application.

7. The Debtors are authorized to compensate Claims and Noticing Agent in accordance with the terms of the Bankruptcy Administration Agreement upon the receipt of reasonably detailed invoices setting forth the Claims and Noticing Services provided by Claims and Noticing Agent and the rates charged for each, and to reimburse Claims and Noticing Agent for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation, without the need for Claims and Noticing Agent to file fee applications or otherwise seek Court approval for the compensation for the Claims and Noticing Services and reimbursement of its expenses.

8. The Claims and Noticing Agent shall maintain records of all Notice and Claims Services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Bankruptcy Administration Agreement or monthly invoices, and that the parties may seek resolution of the matter from the Court if resolution is not achieved.

10. Pursuant to Bankruptcy Code section 503(b)(1)(A), the fees and expenses of Claims and Noticing Agent under this Order shall be an administrative expense of the Debtors' estates.

11. The Claims and Noticing Agent shall apply the retainer to all pre-petition invoices, and thereafter, shall have the retainer replenished to the original retainer amount. Claims and Noticing Agent shall hold the retainer to apply against unpaid fees and expenses incurred in performing services for the Debtors under the Bankruptcy Administration Agreement.

12. The Debtors shall indemnify Claims and Noticing Agent under the terms of the Bankruptcy Administration Agreement.

13. The Claims and Noticing Agent shall not be entitled to indemnification, contribution or reimbursement pursuant to the Bankruptcy Administration Agreement for services other than the Claims and Noticing Services provided under the Bankruptcy Administration Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

14. Notwithstanding anything to the contrary in the Bankruptcy Administration Agreement, the Debtors shall have no obligation to indemnify Claims and Noticing Agent, or provide contribution or reimbursement to Claims and Noticing Agent, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Claims and Noticing Agent's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Claims and Noticing Agent's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but

determined by this Court, after notice and a hearing, to be a claim or expense for which Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Bankruptcy Administration Agreement as modified by this Order.

15. If, before the earlier of (i) 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), or (ii) the entry of an order closing these chapter 11 cases, Claims and Noticing Agent believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution or reimbursement obligations under the Bankruptcy Administration Agreement (as modified by this Order), including without limitation the advancement of defense costs, Claims and Noticing Agent must file an application therefor in this Court, and the Debtors may not pay any such amounts to Claims and Noticing Agent before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Claims and Noticing Agent for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Claims and Noticing Agent. All parties in interest shall retain the right to object to any demand by Claims and Noticing Agent for indemnification, contribution, or reimbursement.

16. In the event Claims and Noticing Agent is unable to provide the services set out in this Order, Claims and Noticing Agent will immediately notify the Clerk and Debtors' counsel, and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.

17. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 or any applicable law, for work that is to be performed by Claims and Noticing Agent but is not specifically authorized by this Order.



18. The Debtors and Claims and Noticing Agent are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Section 156(c) Application.

19. Notwithstanding any term in the Bankruptcy Administration Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

20. The requirements set forth in Local Rule 9013-1(b) are satisfied by the contents of the Section 156(c) Application.

21. The Claims and Noticing Agent shall not cease providing claims processing services during the chapter 11 cases for any reason, including nonpayment, without an order of the Court.

22. In the event of any inconsistency between the Bankruptcy Administration Agreement, the Section 156(c) Application, and this Order, this Order shall govern.

Wilmington, Delaware

Date: \_\_\_\_\_, 2015

\_\_\_\_\_  
United States Bankruptcy Judge