

**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 (LSS)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Re: Docket Nos. 1417 & 1489

**ORDER APPROVING THE DISCLOSURE STATEMENT,  
VOTING PROCEDURES, AND CONFIRMATION PROCEDURES**

Upon the Debtors' motion (the "Motion") for entry of an Order, approving (i) the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* (as may be amended from time to time, the "Disclosure Statement"); (ii) the procedures and requirements described in the Motion for the solicitation, submission, and tabulation of votes (collectively, the "Voting Procedures") on the *Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* (as may be amended from time to time, the "Plan");<sup>2</sup> and (iii) the procedures and related requirements described in the Motion for confirmation of the Plan (the "Confirmation Procedures"); and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and any

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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. ("Quicksilver") [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 4000, Fort Worth, Texas 76102.

<sup>2</sup> Capitalized terms not defined herein shall have the meaning ascribed in the Motion or Plan, as applicable.

proceeding to consider the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having given the Notice Parties and at least twenty-eight (28) days' notice by mail or email of the Objection Deadline and the Disclosure Statement Hearing Date; and this Court having found that such notice of the Motion was appropriate under the circumstances; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at the hearing; and this Court having held the Disclosure Statement Hearing on June 28, 2016; and upon the record of the Disclosure Statement Hearing and all of the proceedings had before this Court; and any objections to the Motion having been withdrawn, overruled by the Bankruptcy Court, or rendered moot by reason of modifications made to the Disclosure Statement, Voting Procedures, and/or Confirmation Procedures; and this Court having determined that the legal and factual bases set forth in the Motion and at the Disclosure Statement Hearing establish just cause for granting the relief in the Motion as set forth herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefore, **it is hereby ORDERED** that:

**A. Disclosure Statement**

1. The Disclosure Statement is approved in all respects, including, without limitation, as specified herein.
2. The Disclosure Statement was filed with the Plan as required under Bankruptcy Rule 3017.
3. The Disclosure Statement contains (i) "adequate information" as defined under Bankruptcy Code section 1125 and (ii) detailed and conspicuous descriptions of the Third-Party Releases as required under Bankruptcy Rule 3016.

4. The form of the Disclosure Statement Hearing Notice, a copy of which was attached to the Motion as **Exhibit B**, is approved.

5. The manner of service of the Disclosure Statement and the Disclosure Statement Hearing Notice described in the Motion satisfies the relevant requirements of Bankruptcy Rules 2002 and 3017, Local Rules 2002-1 and 3017-1, and all other applicable law and is hereby approved.

**B. GCG**

6. GCG is authorized to carry out all of the undertakings delegated to GCG under the Motion. All such undertakings are within the purview of the authority that the Bankruptcy Court granted to GCG by entering the Agent Retention Order. GCG's expenses shall be paid for in accordance with the Agent Retention Order.

**C. Voting Timeline**

7. The Voting Timeline is approved in all respects, including, without limitation, (i) as specified herein and (ii) as affording a reasonable and adequate period of time under the circumstances for (a) Voters to make informed voting decisions;<sup>3</sup> (b) GCG, Credit Agents, DTC, Nominees, and Mailing Agents to serve or convey all of the voting materials, Holdings Information, and/or other items specified in the Motion and in accordance with the Motion; (c) GCG, in consultation with the Debtors as applicable, to complete vote tabulation; and (d) the filing and service of all pleadings associated with the Voting Procedures.

8. The dates and deadlines of the Voting Timeline shall be as specified in this table:

**VOTING TIMELINE**

<sup>3</sup> For the avoidance of doubt, "Voters" and "Noteholders" each include holders of Subordinated Notes Claims (as defined in the Plan) as of the Record Date, which are "Voting Claims" and are classified in a "Voting Class."

<b>Vote Solicitation</b>	
Record Date	June 23, 2016, at 5:00 p.m. (ET), which is three (3) business days before the Disclosure Statement Hearing Date, as originally scheduled
Holdings Information Deadline	July 1, 2016, provided, however, that this deadline shall not be less than three (3) business days after the Order Entry Date, or as soon as practicable thereafter
General Solicitation Deadline	July 1, 2016, provided, however, that this deadline may be extended to no later than July 5, 2016
First Participants and Security Holders Solicitation Deadline	July 5, 2016, provided, however, that this deadline shall not be before the General Solicitation Deadline or one (1) business day after the Holdings Information is provided to GCG, whichever is later
Second Participants and Security Holders Solicitation Deadline	July 12, 2016, provided, however, that this deadline shall be within five (5) business days after the First Participants and Security Holders Solicitation Deadline, or as soon as practicable thereafter
Publication Deadline	July 12, 2016, provided, however, that this deadline shall be at least fourteen (14) days after the Order Entry Date
<b>Vote Submission</b>	
Voting Deadline	August 2, 2016, at 5:00 p.m. (ET)
Agent and Nominee Submission Deadline	August 5, 2016, at 5:00 p.m. (ET)
<b>Vote Tabulation</b>	
Claim Objection Deadline	July 18, 2016, at 4:00 p.m. (ET)
3018 Motion Deadline	August 5, 2016, at 4:00 p.m. (ET)
3018 Objection Deadline	August 8, 2016, at 4:00 p.m. (ET)
Tabulation Deadline	August 9, 2016, at 4:00 p.m. (ET)

In addition, the Plan Supplement will be filed on or before July 26, 2016.

9. To the extent any date or deadline specified herein differs from a date or deadline specified in the Motion, the date or deadline specified herein shall control.

10. The Debtors are authorized to modify, extend, or otherwise move, in their sole discretion, the foregoing dates and deadlines without further order of the Bankruptcy Court;

provided, however, a notice of any such change must be filed with the Bankruptcy Court and served on the Notice Parties.

**D. Solicitation Procedures**

11. The Solicitation Procedures are approved in all respects, including, without limitation, as specified herein.

12. On or before the General Solicitation Deadline, GCG shall serve each Voter that is not a Credit Facility Participant or Noteholder by first class mail and/or electronic mail with the Confirmation Hearing Notice and the Voting Instructions. The Confirmation Hearing Notice and Voting Instructions attached hereto as Exhibit A and Exhibit B, respectively, each of which are hereby approved.

13. Voters must follow the Voting Instructions to obtain a Paper Ballot, which is attached hereto as Exhibit C and is hereby approved, including as containing and requesting all of the information contained in and requested by Official Form No. 314, and as satisfying all relevant requirements of Bankruptcy Rule 3018(c).

14. On or before the General Solicitation Deadline, GCG shall serve each Nonvoter that is not a Credit Facility Participant or Stock holder by first class mail and/or electronic mail with a copy of the Confirmation Hearing Notice and the Nonvoter Notice, a copy of which is attached hereto as Exhibit D, and is hereby approved.

15. No later than the Holdings Information Deadline:

- a. the Credit Agents shall each send a communication, which communication may be via email, to GCG with (i) a schedule of the Holdings Information on each Credit Facility Participant as of the Record Date; (ii) an indication as to whether each Participant listed thereon is an Agent-Served Participant or a GCG-Served Participant; and (iii) the address and other service information for all of the GCG-Served Participants (if any);

- b. the Indenture Trustees shall each send a communication, which communication may be via email, to GCG with Holdings Information on each Registered Noteholder as of the Record Date (if any);<sup>4</sup>
- c. the Transfer Agent shall send a communication, which communication may be via email, to GCG with Holdings Information on each Registered Stockholder as of the Record Date; and
- d. DTC shall send a communication, which communication may be via email, to GCG with securities position reports with Holdings Information on each of the Nominees as of the Record Date.

16. No later than the First Participants and Security Holders Solicitation Deadline, GCG shall serve by first-class mail and/or electronic mail:

- a. GCG-Served Participants as of the Record Date (if any) with the Confirmation Hearing Notice and either the Voting Instructions or the Nonvoter Notice (as applicable);
- b. Credit Agents as of the Record Date with the Confirmation Hearing Notice and the Voting Instructions (as may be modified to accommodate particular Credit Facilities or other similar Agent-specific facts);
- c. Registered Noteholders (other than Cede & Co.) as of the Record Date (if any) with the Confirmation Hearing Notice and either the Voting Instructions or the Nonvoter Notice (as applicable);
- d. Noteholder Nominees and/or their Mailing Agents as of the Record Date with the Confirmation Hearing Notice, Nominee Voting Instructions, Master Ballot, Beneficial Noteholder Voting Instructions, and Beneficial Noteholder Ballot;<sup>5</sup>

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<sup>4</sup> For the avoidance of doubt, (i) the Indenture Trustees are not Noteholder Nominees, (ii) the Debtors shall not distribute the Voter Packages or Nonvoter Packages (or any Paper Ballots) to the Indenture Trustees, and (iii) the Indenture Trustees shall not be responsible for the distribution, completion, tabulation, or return of any such Paper Ballots.

<sup>5</sup> The Nominee Voting Instructions, Master Ballot, Beneficial Noteholder Voting Instructions, and Beneficial Noteholder Ballot are attached hereto as Exhibit E, Exhibit F, Exhibit G, and Exhibit H, respectively, and are hereby approved. These solicitation materials and those in other exhibits to the Motion may be modified to reflect updates to the Plan and Disclosure Statement, among other things, and are hereby approved as modified without the need for those materials to be filed with the Court.

- e. Registered Stockholders as of the Record Date with the Nonvoter Package; and
- f. Stockholder Nominees and/or their Mailing Agents as of the Record Date with the Nonvoter Package.

17. No later than the Second Participants and Security Holders Solicitation Deadline:

- a. Credit Agents shall convey to the Agent-Served Participants as of the Record Date, the information contained in the Credit Agent Package and any other voting instructions as may be applicable to the Agent-Served Participants;
- b. Noteholder Nominees and/or their Mailing Agents shall convey to the Beneficial Noteholders as of the Record Date, by any Customary Means, the information contained in the Confirmation Hearing Notice, Beneficial Noteholder Voting Instructions, and Beneficial Noteholder Ballot; and
- c. Stockholder Nominees and/or their Mailing Agents shall convey to the Beneficial Stockholders as of the Record Date, by any Customary Means, the information contained in the Nonvoter Package.

18. If the transfer or assignment of a Claim has not been fully effectuated pursuant to Bankruptcy Rule 3001(e) on or before the Record Date, GCG shall serve voting materials on the transferor or assignor of the transferred claim. If the transfer and/or assignment has been fully effectuated pursuant to Bankruptcy Rule 3001(e) on or before the Record Date, GCG shall serve voting materials on the transferee or assignee of the transferred Claim.

19. On or before the Publication Deadline, the Debtors shall cause, on one occasion, the publication of the Confirmation Notice (as it may be modified for publication) in the *New York Times* and the *Fort Worth Star-Telegram*.

20. If the United States Postal Service returns to GCG any mailing of voting or nonvoting materials, and if the intended recipient thereof did not send a timely change of address request to GCG, GCG shall not be required to re-serve that intended recipient with that returned mailing or any other voting or nonvoting materials.

**E. Submission Procedures**

21. The Submission Procedures are approved in all respects, including, without limitation, as specified herein.

22. All Voters (other than Beneficial Noteholders) must submit votes either online through the Voting Website or by mail, overnight courier, or hand delivery on a Paper Ballot so that they are **actually received** by GCG on or before the Voting Deadline. The Debtors may extend the Voting Deadline without further order of the Bankruptcy Court.

23. Beneficial Noteholders must submit their votes so that they are **actually received** by their respective Noteholder Nominees or their Mailing Agents on or before the Voting Deadline.

24. Noteholder Nominees and Mailing Agents must submit all votes received from Beneficial Noteholders to GCG online through the Voting Website or by mail on a Master Ballot so that they are **actually received** by GCG no later than the Agent and Nominee Submission Deadline.

25. All votes on the Plan and the form and manner in which they are submitted must comply with all of the relevant requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, this Order, and all other applicable law.

26. All votes on the Plan must be (i) reasonably legible (if submitted on a Paper Ballot); (ii) cast by, or on behalf of, at least one Voter; and (iii) based on a Voting Claim that is not listed as wholly contingent, wholly unliquidated, or disputed in the Debtors' Schedules or on a proof of claim.

27. All votes on the Plan must include (i) sufficient information to permit GCG to identify the Voter; (ii) all required signatures; (iii) a Voting Decision; and (iv) the same Voting



Decision as that Voter provided in every other vote that Voter submitted or submits in the same Voting Class (if any).

28. Voters (other than Beneficial Noteholders) may submit votes directly to GCG through the Voting Website. The Voting Website is approved, including as containing and requesting all information contained in and requested by Official Form No. 314 and as satisfying all relevant requirements of Bankruptcy Rule 3018(c). The Voting Website may be modified from time to time without further order of the Bankruptcy Court or notice filed with the Bankruptcy Court.

29. Voters (other than Beneficial Noteholders) may submit a vote by mail only if they request a Paper Ballot from GCG (as described in the Voting Instructions) and send their properly completed and executed Paper Ballot by first-class mail, courier, or hand delivery so that it is **actually received** by GCG on or before the Voting Deadline at the applicable address listed in the following table.

<b><u>If by first class mail:</u></b>	<b><u>If by courier or hand delivery:</u></b>
Quicksilver Resources Inc., <i>et al.</i> c/o GCG P.O. Box 10155 Dublin, OH 43017-3155	Quicksilver Resources Inc., <i>et al.</i> c/o GCG 5151 Blazer Parkway Suite A Dublin, OH 43017

30. Beneficial Noteholders must complete and submit their votes in the form and manner specified in the Beneficial Noteholder Voting Instructions and must submit their votes on Beneficial Noteholder Ballots by any Customary Means to their respective Noteholder Nominee and/or Mailing Agent no later than the Voting Deadline.

31. Only the votes submitted to Noteholder Nominees and Mailing Agents on or before the Voting Deadline may be submitted to GCG. All such votes shall be submitted so that they are **actually received** by GCG on or before the Agent and Nominee Submission Deadline.

32. GCG shall retain a copy of each Online Vote Confirmation, Paper Ballot, and Master Ballot for one (1) year after the effective date of the Plan. Credit Agents, Nominees, and Mailing Agents must retain in their files all voting-related communications received from Voters and produce any such communication if requested by the Bankruptcy Court or Debtors.

33. Nonvoters and other parties in interest must raise issues (if any) with the Third-Party Releases by filing an objection to confirmation of the Plan in the form and manner specified in the Confirmation Procedures.

**F. Tabulation Procedures**

34. The Tabulation Procedures are approved in all respects, including, without limitation, as specified herein.

35. GCG shall date and time-stamp each vote on the Plan that GCG receives in a timely manner.

36. GCG shall tabulate Valid Votes and shall not tabulate Invalid Votes unless otherwise directed by the Debtors.

37. GCG shall deem any vote on the Plan to be an Invalid Vote if that vote is:

- a. not fully compliant both in form and manner of submission with the Bankruptcy Code, Bankruptcy Rules, Local Rules, this Order, and all other applicable law;
- b. not actually received by GCG on or before the Voting Deadline (for the votes of Voters other than Credit Facility Participants and Beneficial Noteholders) or the Agent and Nominee Submission Deadline (for the votes of Credit Facility Participants and Beneficial Noteholders);

- c. illegible or lacking any of the information requested by the Voting Website or relevant voting document; provided, however, that Votes on the Plan that are submitted without a Voting Decision may be deemed to be an abstention from voting on the Plan;
- d. submitted without an appropriate signature or by any party in interest that does not hold a Voting Claim or is otherwise not entitled to submit a vote;
- e. submitted by the transferee or assignee of a transferred or assigned Claim for which the transfer or assignment (i) was not completed on or before the Record Date or (ii) is in any way inconsistent with the requirements of Bankruptcy Rule 3001;
- f. cast for a Claim that (i) is scheduled as wholly unliquidated, wholly contingent, or disputed; and/or (ii) relates to a debt or obligation that the Debtors already paid or otherwise satisfied;
- g. duplicative of, or superseded by, a later-submitted Valid Vote;
- h. submitted with a Voting Decision that is inconsistent with another Voting Decision (i) specified on that same vote and/or (ii) for the same Voter's vote cast for another Voting Claim in the same Voting Class;
- i. submitted by a Beneficial Noteholder directly to GCG or the Debtors (instead of their respective Nominees); and/or
- j. listed for disallowance in any of the Debtors' Claim Objections filed by the Claim Objection Deadline, unless the Court orders otherwise.

38. If multiple Valid Votes are cast for the same Voting Claim, then GCG shall tabulate only the latest Valid Vote for that Claim, and that vote shall be deemed to supersede and revoke any other or prior vote cast for that Voting Claim.

39. Each Voting Claim for which a Valid Vote was cast are allowed solely for the purpose of determining whether the Voting Classes have accepted the Plan under Bankruptcy Code section 1126.

40. The Debtors, their counsel, their advisors, and their agents (including GCG) shall be under no obligation to provide notification to any party in interest regarding any vote on the

Plan being deemed an Invalid Vote and excluded from tabulation; provided, however, that GCG shall file the Vote Report that shall list Invalid Votes on or before the Tabulation Deadline.

41. GCG shall determine Voting Amounts in accordance with the following Voting Amount Hierarchy:

- a. first, the amount set forth in an order of the Bankruptcy Court;
- b. second, the amount set forth in a settlement or stipulation filed by the Debtors;
- c. third, the amount set forth in a timely-filed Claim Objection, unless the Court orders otherwise;
- d. fourth, the amount set forth in a timely filed, non-contingent and liquidated Voting Claim;
- e. fifth, the non-contingent, liquidated and undisputed amount set forth in the Debtors' Schedules; and
- f. sixth, the Holdings Information provided to GCG on or before the Holdings Information Deadline.

42. The following Tabulation Procedures are approved.

- a. If a filed Claim is wholly contingent, wholly unliquidated, disputed, and/or in a currency other than U.S. dollars, then the Voting Amount of that Claim must be set as \$1.00.
- b. If a Claim is partially liquidated, then the Voting Amount of that Claim must be set as only the liquidated amount of that Claim.
- c. If an amount listed on a Master Ballot is in excess of a corresponding amount set forth in the Holdings Information timely sent to GCG, then (i) GCG shall notify the Noteholder Nominee of this disparity; (ii) the Noteholder Nominee may reply to GCG with an explanation regarding this disparity; and (iii) if GCG does not timely receive a plausible explanation from the Noteholder Nominee, then GCG shall set the Voting Amount as the amount listed in the Holdings Information and accordingly reduce (on a *pro rata* basis) the Voting Amount of each beneficial vote listed on the Noteholder Nominee's Master Ballot.
- d. Unless otherwise directed by the Debtors (and to the extent reasonably practicable), if a Voter submits multiple Valid Votes based on multiple Voting Claims in the same Voting Class, then GCG may tabulate all of that Voter's votes, collectively, as one (1) single vote with a

corresponding Voting Amount equivalent to the aggregated total of the Valid Votes submitted by that Voter.

43. Claims scheduled as wholly contingent, wholly unliquidated, disputed, or in a zero or unknown amount for which no corresponding timely proof of claim was filed may not serve as the basis for a vote on the Plan, and GCG shall be under no obligation to solicit or tabulate any votes based on such Claims.

44. If multiple Valid Votes are cast for the same Voting Claim, then only the latest Valid Vote for that Claim shall be tabulated, and that vote shall be deemed to supersede and revoke any other vote cast for that Voting Claim.

45. Unless the Court orders otherwise, if, by a Claim Objection filed by the Claim Objection Deadline, the Debtors seek to (i) disallow or expunge a Claim in its entirety, then GCG shall not tabulate any vote based on that Claim; (ii) reduce and allow a Claim, then GCG shall set the Voting Amount of that Claim as the reduced amount listed in the Claim Objection; (iii) reclassify a Claim into a different Voting Class, then GCG shall classify and tabulate any vote based on that Claim in that Voting Class; and/or (iv) reclassify a Claim from a Voting Class to a nonvoting one, then GCG shall classify any vote based on that Claim in that nonvoting Class and not tabulate any vote based on that Claim.

46. Voters may challenge the disallowance of a Voting Claim based on the foregoing Tabulation Procedures, or raise certain other issues with respect to that Claim, only if that Voter files and properly serves a Rule 3018 Motion on or before the 3018 Motion Deadline. The Debtors and other parties in interest may file an objection to any 3018 Motion no later than the 3018 Objection Deadline.

47. Rule 3018 Motions that have not been resolved consensually shall be heard at the Confirmation Hearing. If any Rule 3018 Motion has not been resolved consensually, or by an

order of the Bankruptcy Court, on or before the Voting Deadline, then GCG shall determine, in accordance with the Tabulation Procedures (including the procedures for Claim Objections set forth in paragraph 45 *supra*), whether to allow, and the Voting Amount for, any Claims referenced in that Rule 3018 Motion. GCG shall list these determinations in the Vote Report, which determinations may be contested at the Confirmation Hearing to the extent they are not resolved before then.

48. GCG shall complete the tabulation of votes no later than the Tabulation Deadline; provided, however, and for the avoidance of doubt, that the Tabulation Deadline may be extended as specified in paragraph 10 *supra*. On or before the Tabulation Deadline, GCG shall file with the Bankruptcy Court the Vote Report, including the Valid Vote totals for each Voting Class and a list of Invalid Votes with summary descriptions of why those Votes were excluded from tabulation.

**G. Confirmation Procedures**

49. The Confirmation Procedures are approved in all respects, including, without limitation, as specified herein.

50. All of the dates and deadlines of the Confirmation Timeline shall be as specified in this table:

<b>CONFIRMATION TIMELINE</b>	
Confirmation Objection Deadline	August 2, 2016, at 4:00 p.m. (ET)
Confirmation Brief and Reply Deadline	August 9, 2016, at 4:00 p.m. (ET)
Confirmation Hearing Date	August 15, 2016, at 10:00 a.m. (ET)

51. The Bankruptcy Court may not consider an objection to the Plan unless that objection: (i) complies with all applicable law, including the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Order and any other orders of the Bankruptcy Court; (ii) states the

name and address of the objecting party and the nature of the Claim or Interest of such Party;

(iii) states with particularity the basis and nature of any objection; (iv) is filed with the Clerk of the Bankruptcy Court, 824 North Market Street, Wilmington, Delaware 19801; and (v) is served upon the following parties so that it is **actually received** on or before the Confirmation Objection Deadline of **August 2, 2016 at 4:00 p.m. (ET)**: (a) the Debtors, c/o Quicksilver Resources Inc., 801 Cherry Street, Suite 4000, Fort Worth, TX, 76102, Attn: Vanessa Gomez LaGatta; (b) counsel to the Debtors, Akin Gump Strauss Hauer & Feld, LLP, 1700 Pacific Avenue, Suite 4100, Dallas, TX 75201, Attn: Charles R. Gibbs, Esq. and Sarah Link Schultz, Esq. (sschultz@akingump.com; cgibbs@akingump.com); (c) co-counsel to the Debtors, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE, 19801, Attn: Paul N. Heath, Esq. and Amanda R. Steele, Esq. (heath@rlf.com; steele@rlf.com); (d) counsel to the Committee of Unsecured Creditors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY, 10019, Attn: Andrew N. Rosenberg and Elizabeth R. McColm (arosenberg@paulweiss.com; emccolm@paulweiss.com); (e) co-counsel to the Committee of Unsecured Creditors, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, DE, 19801, Attn: Richard S Cobb and Matthew B. McGuire (cobb@lrclaw.com; mcguire@lrclaw.com); (f) counsel for the First Lien Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Steven M. Fuhrman, Esq. and Kathrine A. McLendon, Esq. (sfuhrman@stblaw.com; kmclendon@stblaw.com); (g) counsel for the Second Lien Agent, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mitchell A. Seider, Esq. and David Hammerman, Esq. (Mitchell.Seider@lw.com; David.Hammerman@lw.com); (h) counsel for the Second Lien Indenture Trustee, Emmet, Marvin & Martin LLP, 120 Broadway, 32nd Floor, New York, NY

10271, Attn: Edward P. Zujkowski, Esq. and Thomas Pitta, Esq. (ezujkowski@emmetmarvin.com; tpitta@emmetmarvin.com); (i) counsel for the Ad Hoc Group of Second Lienholders, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, NY 10005, Attn: Dennis F. Dunne, Esq. and Samuel A. Khalil, Esq. (DDunne@milbank.com; SKhalil@milbank.com); and (j) the Office of the United States Trustee, Region 3, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Jane Leamy (Jane.M.Leamy@usdoj.gov).

**H. Other Relief**

52. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a Claim after the Record Date.

53. All time periods approved by this Order shall be calculated in accordance with the provisions of Bankruptcy Rule 9006.

54. The Debtors are authorized, but not directed, to reimburse DTC, the Credit Agents, the Nominees, and the Mailing Agents for their reasonable and documented fees and expenses associated with the Voting Procedures and the Confirmation Procedures.

55. Once a vote on the plan is submitted to GCG in accordance with the Submission Procedures, that vote shall not be withdrawn or modified after the Voting Deadline unless the Debtors consent or such withdrawal or modification is approved by the Bankruptcy Court upon an appropriate motion.

56. The Debtors are authorized to make non-substantive changes to the Plan, the Disclosure Statement, the Voting Procedures, and the Confirmation Procedures and to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.



57. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

58. The Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: June 29, 2016  
Wilmington, Delaware

  
THE HONORABLE LAURIE SELBER SILVERSTEIN  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**Confirmation Hearing Notice**

**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 (LSS)
	)	
Debtors.	)	Jointly Administered
	)	

**CONFIRMATION HEARING NOTICE**

**YOU ARE RECEIVING THIS NOTICE (THE “CONFIRMATION HEARING NOTICE”) BECAUSE YOU MAY HOLD A CLAIM AGAINST, OR INTEREST IN, THE ABOVE-CAPTIONED DEBTORS AND DEBTORS IN POSSESSION (COLLECTIVELY, THE “DEBTORS”). THE DEBTORS ARE CURRENTLY SOLICITING VOTES TO ACCEPT THEIR PROPOSED CHAPTER 11 PLAN OF LIQUIDATION, WHICH, IF CONFIRMED BY THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE (THE “BANKRUPTCY COURT”), WILL DETERMINE, AMONG OTHER THINGS, HOW THE DEBTORS ASSETS WILL BE DISTRIBUTED TO THE HOLDERS OF CERTAIN CLAIMS AGAINST THEIR ESTATES AND GRANT THE DEBTORS OTHER RELIEF THAT MAY AFFECT YOUR RIGHTS. THIS NOTICE PROVIDES FURTHER DETAILS REGARDING THE FOREGOING AND WAYS IN WHICH YOUR RIGHTS MAY BE AFFECTED, SO PLEASE READ IT CAREFULLY.**

**The Disclosure Statement and the Motion**

On June [ ], 2016, the Debtors filed the *First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* [D.I. \_\_\_\_] (as may be amended from time to time, the “Plan”).<sup>2</sup> The Plan sets forth how the Debtors’ assets will be distributed to certain holders of Claims against the Debtors’ Estates and other relief that may affect your rights (as described below). To obtain confirmation of the Plan, the Debtors must first solicit acceptances thereof. Therefore, contemporaneously with the Plan, the Debtors filed the *Disclosure Statement for First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* [D.I. \_\_\_\_] (as may be amended from time to time, the

<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. (“Quicksilver”) [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 4000, Fort Worth, Texas 76102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Plan, the Motion (as defined below), or the Order (as defined below), as applicable.

“Disclosure Statement”). In addition, the Debtors have filed the *Motion for Approval of the Disclosure Statement, Voting Procedures, and Confirmation Procedures* [D.I. 1418] (the “Motion”). The Disclosure Statement includes information regarding the Debtors, their bankruptcy cases, and the Plan, including the treatment of certain types of Claims and Interests, and is designed to provide Voters with adequate information to make an informed judgment about the Plan. By the Motion, the Debtors requested that the Bankruptcy Court approve the Disclosure Statement and approve the timing, requirements and processes for soliciting, submitting, and counting votes on the Plan (the “Voting Procedures”).

The Bankruptcy Court held a hearing regarding the Motion on June 28, 2016, and entered an order approving the Motion [D.I. \_\_] (the “Order”). The Bankruptcy Court’s Order approves (i) the Disclosure Statement; (ii) the procedures related to vote solicitation, which govern the form and manner of service of the vote-materials and related notices on parties that may vote on the Plan, may not vote thereon, and other parties in interest; (iii) the procedures related to vote submission, which govern how parties may submit votes on the Plan and/or elections regarding the Third-Party Releases and related provisions of the Plan (the “Third-Party Releases”); (iv) the procedures related to vote tabulation, which govern how votes on the Plan will be counted; and (v) the procedures related to Plan confirmation, which govern the dates, deadlines, and filings related to confirmation.

### **Voting on the Plan**

In accordance with the Order, the Debtors currently are soliciting votes on the Plan. You may determine whether you are entitled to cast votes on the Plan by consulting the table below and/or the other documents you received with this Confirmation Hearing Notice. Specifically, if you are entitled to vote on the Plan, you will receive a set of voting instructions that require that all votes on the Plan be submitted in the form and manner described in the Motion and the Order and so that they are **actually received** on or before **August 2, 2016, at 5:00 p.m.** by the Debtors’ administrative and voting agent, Garden City Group, LLC (“GCG”) or by certain other parties as detailed in the voting instructions.

<b>Class</b>	<b>Claims</b>	<b>Status</b>	<b>Voting Rights</b>	
Class 1	Other Priority Claims	Unimpaired	Presumed to Accept	
Class 2	Other Secured Claims	Unimpaired	Presumed to Accept	
Class 3	First Lien Claims	Unimpaired	Presumed to Accept	
Class 4	Second Lien Secured Claims	Impaired	Entitled to Vote	
Class 5	General Unsecured Claims	Impaired	Entitled to Vote	
Class 6	Subordinated Notes Claims	Impaired	Entitled to Vote	
Class 7	510 Claims	Impaired	Presumed to Reject	
Class 8	Intercompany Interests	Impaired	Presumed to Reject	
Class 9	Non-Intercompany Interests	Impaired	Presumed to Reject	

### **Plan Confirmation and Its Effects**

Following the solicitation, submission, and tabulation of votes on the Plan in accordance with the Order, the Bankruptcy Court will determine whether the Plan may be confirmed.

**IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, THEN THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM OR PROOF OF INTEREST IN THESE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, OR VOTED TO REJECT THE PLAN.**

The binding effect of the Plan includes (and is not limited to) the releases, exculpations and injunctions that are described in detail in Article XI of the Plan. Certain parties that are entitled to vote on the Plan may opt out of these provisions. All other parties may otherwise contest these provisions by filing an objection in accordance with the objection procedures specified below.

In addition, the binding effect of the Plan includes (and is not limited to) the assumption and rejection of certain Executory Contracts and Unexpired Leases. Specifically, each Executory Contract and Unexpired Lease shall be deemed automatically rejected in accordance with the provisions of Bankruptcy Code sections 365 and 1123 as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (i) is listed on the Schedule of Assumed Contracts and Leases, (ii) is listed on the Schedule of Contracts and Leases Neither Assumed Nor Rejected, or (iii) is otherwise assumed pursuant to the terms of the Plan. Any Executory Contract or Unexpired Lease subject to a pending motion to assume or reject as of the Effective Date of the Plan shall be treated as provided in the final order resolving such motion.

### **Objecting to the Plan**

**If you do not object to the Plan, and the Plan is confirmed, or if you do object and the Bankruptcy Court confirms the Plan without sustaining your objection, then all of the above-mentioned effects of the Plan, and all of the other relief contemplated under and effects of the Plan, will be binding on you.**

Please note that objections to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, orders of the Bankruptcy Court, and any other applicable law; (iii) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; (iv) be filed with the Bankruptcy Court (contemporaneously with a proof of service) with a hard copy delivered to the Bankruptcy Court; and (v) be served upon the following parties so that it is **actually received** on or before **August 2, 2016, at 4:00 p.m. (ET)**: (a) the Debtors, c/o Quicksilver Resources Inc., 801 Cherry Street, Suite 4000, Fort Worth, TX, 76102, Attn: Vanessa Gomez LaGatta; (b) counsel to the Debtors, Akin Gump Strauss Hauer & Feld, LLP, 1700 Pacific Avenue, Suite

4100, Dallas, TX 75201, Attn: Charles R. Gibbs, Esq. and Sarah Link Schultz, Esq. (sschultz@akingump.com; cgibbs@akingump.com); (c) co-counsel to the Debtors, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE, 19801, Attn: Paul N. Heath, Esq. and Amanda R. Steele, Esq. (heath@rlf.com; steele@rlf.com); (d) counsel to the Committee of Unsecured Creditors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY, 10019, Attn: Andrew N. Rosenberg and Elizabeth R. McColm (arosenberg@paulweiss.com; emccolm@paulweiss.com); (e) co-counsel to the Committee of Unsecured Creditors, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, DE, 19801, Attn: Richard S Cobb and Matthew B. McGuire (cobb@lrclaw.com; mcguire@lrclaw.com); (f) counsel for the First Lien Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Steven M. Fuhrman, Esq. and Kathrine A. McLendon, Esq. (sfuhrman@stblaw.com; kmclendon@stblaw.com); (g) counsel for the Second Lien Agent, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mitchell A. Seider, Esq. and David Hammerman, Esq. (Mitchell.Seider@lw.com; David.Hammerman@lw.com); (h) counsel for the Second Lien Indenture Trustee, Emmet, Marvin & Martin LLP, 120 Broadway, 32nd Floor, New York, NY 10271, Attn: Edward P. Zujkowski, Esq. and Thomas Pitta, Esq. (ezujkowski@emmetmarvin.com; tpitta@emmetmarvin.com); (i) counsel for the Ad Hoc Group of Second Lienholders, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, NY 10005, Attn: Dennis F. Dunne, Esq. and Samuel A. Khalil, Esq. (DDunne@milbank.com; SKhalil@milbank.com); and (j) the Office of the United States Trustee, Region 3, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Jane Leamy (Jane.M.Leamy@usdoj.gov). If you wish to challenge certain voting-related issues you may file a Rule 3018 Motion as further described in the Motion and in accordance with the Order.

### **Plan Confirmation Hearing**

A hearing (the “Confirmation Hearing”) will be held to consider confirmation of the Plan, including any objections thereto, before the Honorable Laurie S. Silverstein, United States Bankruptcy Judge, at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801 on **August 15, 2016 at 10:00 a.m. (ET)**. The Confirmation Hearing may be continued from time to time without any further notice other than the announcement of the adjourned continuance date at the Confirmation Hearing or any continued hearing.

[Remainder of page intentionally left blank.]

**Additional Information**

If you would like to obtain a copy of the Plan, Disclosure Statement, Motion, Order, or other documents filed in the Debtors' bankruptcy cases, you may do so online at: [www.gardencitygroup.com/cases/KWK](http://www.gardencitygroup.com/cases/KWK) or by (i) calling the Debtors' restructuring hotline at (877) 940-2410; (ii) emailing the Debtors' administrative agent ("GCG") at [KWKinfo@gardencitygroup.com](mailto:KWKinfo@gardencitygroup.com); or (iii) sending a written request to GCG at Quicksilver Resources Inc., et al. c/o GCG, P.O. Box 10155, Dublin, OH 43017-3155. Please be advised that you may not obtain legal advice by contacting the Debtors or GCG and you should consult an attorney if you seek such advice.

Wilmington, Delaware

Date: [\_\_\_\_], 2016

/s/ \_\_\_\_\_

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

Paul N. Heath (DE 3704)

Amanda R. Steele (DE 5530)

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– and –

**AKIN GUMP STRAUSS HAUER & FELD LLP**

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Sarah Link Schultz (admitted *pro hac vice*)

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**COUNSEL FOR DEBTORS AND DEBTORS IN  
POSSESSION**

**Exhibit B**

**Voting Instructions**



**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 (LSS)
	)	
Debtors.	)	Jointly Administered
	)	

**INSTRUCTIONS FOR VOTING ON THE DEBTORS' PLAN**

**Customized Voting Website Log-In Information:**

GCG Record Number	Ballot Control Number

You are receiving these voting instructions (the "Voting Instructions") because you hold the Claim(s)<sup>2</sup> against some or all of the above-captioned debtors and debtors in possession (collectively, the "Debtors") in the following Class(es) and amount(s):

Debtor	Class	Amount

The Debtors have filed a chapter 11 plan of liquidation [D.I. \_\_\_\_] (as may be amended from time to time, the "Plan") that contemplates that your Claim(s) will be satisfied in part if the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") confirms the Plan. At this time, you are able to vote on the Plan in the above-listed class(es) and amount(s). If sufficient votes in support of the Plan are submitted, the Bankruptcy Court will confirm the Plan, and the treatment thereunder will be binding on you whether or not you vote on the Plan. Further details regarding the Plan, the treatment of your Claim(s), and the confirmation process may be found in the *Confirmation Hearing Notice* that you received with these voting instructions.

<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. ("Quicksilver") [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 4000, Fort Worth, Texas 76102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Plan (as defined below), the *Motion for Approval of the Disclosure Statement, Voting Procedures, and Confirmation Procedures* [D.I. 1418] (the "Motion"), or the Order (as defined below), as applicable.

***Voting Deadline.*** All votes on the Plan must be submitted so that they are **actually received** by the Debtors' administrative and voting agent for these chapter 11 cases, Garden City Group, LLC ("**GCG**") on or before **August 2, 2016, at 5:00 p.m. (ET)**.<sup>3</sup> You are encouraged to submit your vote online through the Debtors' voting website (the "**Voting Website**").

***Voting Online.*** To submit your vote online through the Voting Website, please comply with the following instructions.

- 1<sup>st</sup>*** Access the Online Voting Portal by visiting the Debtors' dedicated restructuring website at [www.gardencitygroup.com/cases/kwk](http://www.gardencitygroup.com/cases/kwk). Select "Online Voting Portal."
- 2<sup>nd</sup>*** Check the appropriate box certifying that you hold a Claim in a class entitled to vote and select "Submit."
- 3<sup>rd</sup>*** Enter your GCG Record Number and Ballot Control Number listed on the first page of these Voting Instructions and the Verification Code that appears on the screen of the Voting Website after you log-in. Then select "Sign In" to enter the Online Voting Portal.
- 4<sup>th</sup>*** Under Item 1, review and confirm the accuracy of the information including your name, address, the classification and amount of your Claim for voting purposes. If any change to your contact information is required, please e-mail GCG at [KWKinfo@gardencitygroup.com](mailto:KWKinfo@gardencitygroup.com) stating the "old" information and setting forth the required changes.
- 5<sup>th</sup>*** Under Item 2, check *either* "Accept (vote FOR) the Plan" or "Reject (vote AGAINST) the Plan." Select "Next" to proceed to the next screen.
- 6<sup>th</sup>*** Under Item 3, you will be provided with an opportunity to opt-out of the Third Party Release (which is further detailed below). To opt-out, you must check the "opt-out" box. If you vote to accept the Plan or abstain from voting on the Plan, you will deemed to consent to the Third Party Release.
- 7<sup>th</sup>*** Under Item 4, sign your name by typing your name on the "Ballot Filed by" line and checking the box to affix your electronic signature to your Ballot. Please also provide any contact information that was not included in Item 1. If you are acting on behalf of the voting party, in the "Title/Authorized Agent Name" field you must provide either your title or the name of the authorized agent, as applicable. Once completed, click the "Submit" button. When you click the "Submit" button, your Ballot is deemed submitted.

Shortly after you submit your vote through the Voting Website, you will receive an electronic confirmation that your vote has been received by GCG.

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<sup>3</sup> The Debtors may extend the Voting Deadline without further order of the Bankruptcy Court. .

***Voting by Mail.*** As an **alternative** to voting online through the Voting Website, you may submit your vote by mail on a paper ballot (a “Paper Ballot”). **Importantly, however, if you choose to submit your vote by mail instead of online you incur certain risks, including, for example, mailing failures that result in your vote not being timely received (or received at all) by GCG.** To vote by mail, please request a Paper Ballot from GCG by (i) phone at (877) 940-2410, or (ii) by email at [KWKinfo@gardencitygroup.com](mailto:KWKinfo@gardencitygroup.com). Once you receive a Paper Ballot from GCG, you should send it (i) by first class mail to GCG at Quicksilver Resources Inc., et al. c/o GCG, P.O. Box 10155, Dublin, OH 43017-3155 or (ii) by courier or hand delivery to Quicksilver Resources Inc., et al., c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017.

***Valid Votes.*** While completing and submitting votes on the Plan, please note that (i) GCG will tabulate each vote that fully complies with the requirements and processes listed in these instructions (each, a “Valid Vote”) and (ii) GCG will not tabulate any vote on the Plan that does not comply with these requirement and processes (each, an “Invalid Vote”), unless that Invalid Vote is cured of any defects or irregularities before the Voting Deadline or the Debtors, in their sole discretion, direct GCG to tabulate that Invalid Vote. In determining whether a vote is a Valid Vote, GCG will comply with the following Tabulation Procedures and, therefore, you should carefully review the following.

- Votes must be permissible under all applicable law, including the Bankruptcy Code, Bankruptcy Rules, Local Rules, and the *Order Approving the Debtors’ Disclosure Statement, Voting Procedures, and Confirmation Procedures* [D.I.     ] (the “Order”). To the extent you are not sure whether your vote is permissible, or if you have any other legal questions regarding voting, you should contact an attorney, because neither the Debtors nor GCG may answer your legal questions.
- Votes must be actually received by GCG through the Voting Website or by mail, hand delivery, or courier in the manner specified above on or before the Voting Deadline. For the avoidance of doubt, votes may not be submitted to the Debtors or any of their advisors or agents (other than GCG).
- Votes must be legible if submitted in writing and must include all requested information. Votes that are submitted without a check mark or other indication in the space designated in a Paper Ballot or on the Voting Website for indications regarding whether the Voter accepts or rejects the Plan (each, a “Voting Decision”) may be deemed an Invalid Vote and not counted.
- Votes must be signed by the Voter or an authorized representative of the Voter.
- Transferees or assignees of a transferred or assigned Claim may submit a vote only if that transfer or assignment (i) was completed on or before the Record Date set forth in the Order and (ii) is consistent with the requirements of Bankruptcy Rule 3001.
- Each vote must be based on a Voting Claim that (i) is not scheduled as wholly unliquidated, wholly contingent, or disputed unless the Bankruptcy Court orders otherwise; (ii) does not relate to a debt or obligation that the Debtors already paid

or otherwise satisfied; (iii) relates to a filed Claim; and (iv) is not duplicative of, or superseded by, a later-submitted Valid Vote; provided, however, that GCG will tabulate any vote based on a Voting Claim that was allowed for voting purposes by an order of the Bankruptcy Court.

- Votes must include only one Voting Decision and must include the same Voting Decision that was submitted by or on behalf of that Voter for other vote(s) (if any) in the same Voting Class.
- Votes submitted in connection with a Claim subject to a Claim Objection filed by the Debtors on or before the Claim Objection Deadline will not be tabulated unless the Bankruptcy Court orders otherwise. Challenges to a Claim Objection may be raised in a timely filed motion brought under Bankruptcy Rule 3018, consistent with the procedures outlined in the Order.

***Third-Party Releases (only applicable to holders that vote to reject the Plan).*** The Plan includes certain releases, exculpations, and injunctions (the “Third-Party Releases”) that are described in detail in the Disclosure Statement. **If you (i) vote to accept the Plan, (ii) are entitled to vote on the Plan and elect not to do so, or (iii) vote to reject the Plan and do not opt out of the Third-Party Releases, you will be deemed to have consented to the Third-Party Releases. If and only if you have voted to reject the Plan, then you may choose to opt out of the Third-Party Releases by checking the appropriate box on the Voting Website or a Paper Ballot.**

To provide additional information regarding the Third-Party Releases, the following sections of the Plan have been copied immediately below: § 11.4 (Third-Party Release), § 11.5 (Exculpation and Limitation of Liability), and § 11.6 (Injunction Related to Releases and Exculpation). To the extent of any discrepancy between the following and the corresponding sections in the Plan, including any modifications or amendments thereto, the sections in the Plan control. Please carefully review the following.

#### **11.4 Third-Party Release.**

**11.4.1 As of the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and waived the Liquidation Trust and all Released Parties from any and all Claims, Interests, obligations, rights, suits, judgments, damages, demands, debts, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or hereinafter arising, in law, equity, or otherwise, that such Person would have been entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure**

Statement, the Plan Documents, and related agreements, settlements, instruments, or other documents, arising from or related to any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud or willful misconduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release does not release any post-Effective Date obligations of any party under the Plan, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any indemnification, exculpation, insurance or advancement of expenses obligations, reimbursement of expenses obligations, obligations arising from the ownership of equity or debt securities or other Interests in the Debtors, or any wages, overtime, bonus or employee benefit (including health, welfare, or retirement benefits) obligations owed to any Releasing Party.

11.4.2 Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the claims released by the Third-Party Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third-Party Release.

#### 11.5 Exculpation and Limitation of Liability.

Except as otherwise specifically provided in the Plan and to the extent not prohibited by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, Cause of Action, or liability for any Exculpated Claim; *provided, however*, that the foregoing exculpation shall have no effect on the liability of any Person that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct; *provided, further*, that in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties (and each of their respective affiliates, agents, directors, officers, employees, advisors, and attorneys) have complied with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan and the Plan Distributions and, therefore, are not and shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such Plan Distributions.

#### 11.6 Injunction Related to Releases and Exculpation.

Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, or Confirmation Order, all entities who have held, hold, or may hold Claims against or Interests in the Debtors are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, their Estates,

the Liquidation Trust, the Disbursing Agent, the Released Parties, or the Exculpated Parties on account of any such Claims or Interests including, but not limited to: (1) commencing or continuing in any manner any action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any encumbrance of any kind; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors' Estates or the Liquidation Trust notwithstanding an indication in a proof of Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to Bankruptcy Code section 553 or otherwise; (5) commencing or continuing in any manner any action or other proceeding of any kind that does not comply with or is inconsistent with the Plan, including any right of action against an Exculpated Party for any Exculpated Claim, obligation, Cause of Action, or liability for any Exculpated Claim; and (6) taking any actions to interfere with the implementation or consummation of the Plan; provided, however, that nothing herein shall preclude any entity from exercising rights pursuant to and consistent with the terms of the Plan or the Confirmation Order.

*Additional Information.* If you would like to obtain a copy of the Plan, the Motion, or other documents filed in the Debtors' bankruptcy cases, you may do so online at: [www.gardencitygroup.com/cases/KWK](http://www.gardencitygroup.com/cases/KWK) or by (i) calling the Debtors' restructuring hotline at (877) 940-2410; (ii) emailing GCG at [KWKinfo@gardencitygroup.com](mailto:KWKinfo@gardencitygroup.com); or (iii) sending a written request to GCG at Quicksilver Resources Inc., et al. c/o GCG, P.O. Box 10155, Dublin, OH 43017-3155. Please be advised that you may not obtain legal advice by contacting the Debtors or GCG and you should consult an attorney if you seek such advice.

Wilmington, Delaware

Date: [\_\_\_\_], 2016

/s/\_\_\_\_\_

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

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**COUNSEL FOR DEBTORS AND DEBTORS IN  
POSSESSION**

**Exhibit C**

**Form of Paper Ballot**



**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 (LSS)
	)	
Debtors.	)	Jointly Administered
	)	

**BALLOT FOR VOTING ON THE DEBTORS' PLAN**

**[CLASS 4: SECOND LIEN SECURED CLAIMS]**

**[CLASS 5: GENERAL UNSECURED CLAIMS]**

**[CLASS 6: SUBORDINATED NOTES CLAIMS]**

**Introduction.** You have requested to vote by mail on the *First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* [D.I. \_\_\_\_] (as may be amended from time to time, the “Plan”)<sup>2</sup> that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The Plan sets forth how the Debtors’ assets will be distributed to certain holders of Claims against their Estates and certain other relief that may affect your rights. To assist you in making an informed decision on how to vote on the Plan, the Debtors have filed, and the Bankruptcy Court has approved, the *Disclosure Statement for First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* [D.I. \_\_\_\_] (as may be amended from time to time, the “Disclosure Statement”).

**Additional Information.** You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. If you would like to obtain a copy of the Plan, Disclosure Statement, or other documents filed in the Debtors’ chapter 11 cases, you may do so online at: [www.gardencitygroup.com/cases/KWK](http://www.gardencitygroup.com/cases/KWK) or by (i) calling the Debtors’ restructuring hotline at (877) 940-2410; (ii) emailing the Debtors’ administrative agent, Garden City Group, LLC

<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. (“Quicksilver”) [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 4000, Fort Worth, Texas 76102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Plan, the *Motion for Approval of the Disclosure Statement, Voting Procedures, and Confirmation Procedures* [D.I. 1418], or the order approving the Motion [D.I. \_\_\_\_], as applicable..

("GCG"), at KWKinfo@gardencitygroup.com; or (iii) sending a written request to GCG at Quicksilver Resources Inc., et al. c/o GCG, P.O. Box 10155, Dublin, OH 43017-3155. Please be advised that you may not obtain legal advice by contacting the Debtors or GCG and you should consult an attorney if you seek such advice.

***Submitting Your Vote.*** All votes on the Plan must be submitted so that they are **actually received** by GCG on or before **August 2, 2016, at 5:00 p.m. (ET)** and fully comply with the Voting Instructions. Please complete, sign, and date this ballot and return it promptly to:

**If by first class mail:**

Quicksilver Resources Inc., et al.  
c/o GCG  
P.O. Box 10155  
Dublin, OH 43017-3155

**If by courier or hand delivery:**

Quicksilver Resources Inc., et al.  
c/o GCG  
5151 Blazer Parkway  
Suite A  
Dublin, Ohio 43017

Ballots should not be sent to the Debtors or their advisors or agents (other than GCG). Ballots that are not properly submitted will not be counted.

***Voting.*** You are entitled to vote because you hold one or more Claims against the Debtors that have been classified in Class [4] / [5] and/or [6] under the Plan. The Plan and Disclosure Statement describe the treatment of Claims in this Class. If you hold a Claim in two or more of Classes 4, 5, and 6, you will receive a ballot for each Class in which you are entitled to vote. In addition, if you hold distinct Claims against distinct Debtors in a single Voting Class, you may receive more than one ballot. **To cast a vote on the Plan, please review and complete the following four items:**

**ITEM 1. AMOUNT OF CLAIM.** The undersigned hereby certifies that as of the Record Date, the undersigned was the Holder of [Class 4: Second Lien Secured Claims] / [Class 5: General Unsecured Claims] and/or [Class 6: Subordinated Notes Claims] in the following aggregate unpaid principal amount:

Debtor	Class	Amount

**ITEM 2. VOTE ON PLAN.** The Holder of the [Class 4: Second Lien Secured Claims] / [Class 5: General Unsecured Claims] and/or [Class 6: Subordinated Notes Claims] set forth in Item 1 votes to (please check only one box):

☐ **ACCEPT** (vote FOR) the Plan      ☐ **REJECT** (vote AGAINST) the Plan

Any Ballot that is executed by the Holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted. **By voting to accept the plan, you have consented to certain releases as described in item 3.**

**ITEM 3. ELECTION REGARDING THIRD-PARTY RELEASES (ONLY APPLICABLE TO HOLDERS THAT VOTE TO REJECT THE PLAN IN ITEM 2 ABOVE).**

The Plan includes certain releases, exculpations, and injunctions (the “Third-Party Releases”) that are described in detail in the Disclosure Statement and copied below for your convenience. **If you have (i) voted to accept the Plan, (ii) are entitled to vote on the Plan and elect not to do so, or (iii) vote to reject the Plan and do not opt out of the Third-Party Releases, you have consented to the Third-Party Releases. If and only if you have voted to reject the Plan, then you may choose to opt out of the Third-Party Releases by checking the following box.** Please see below for further information regarding the Third-Party Releases.

☐ **Opt out of Third-Party Releases**

To provide additional information regarding the Third-Party Releases, the following sections of the Plan have been copied immediately below: § 11.4 (Third-Party Release), § 11.5 (Exculpation and Limitation of Liability), and § 11.6 (Injunction Related to Releases and Exculpation). To the extent of any discrepancy between the following and the corresponding sections in the Plan, including any modifications or amendments thereto, the sections in the Plan control. Please carefully review the following.

**11.4 Third-Party Release.**

**11.4.1 As of the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and waived the Liquidation Trust and all Released Parties from any and all Claims, Interests, obligations, rights, suits, judgments, damages, demands, debts, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or hereinafter arising, in law, equity, or otherwise, that such Person would have been entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Documents, and related agreements, settlements, instruments, or other documents, arising from or related to any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud or willful misconduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release does not release any post-Effective Date obligations of any party under the Plan, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any indemnification,**

exculpation, insurance or advancement of expenses obligations, reimbursement of expenses obligations, obligations arising from the ownership of equity or debt securities or other Interests in the Debtors, or any wages, overtime, bonus or employee benefit (including health, welfare, or retirement benefits) obligations owed to any Releasing Party.

11.4.2 Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the claims released by the Third-Party Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third-Party Release.

#### 11.5 Exculpation and Limitation of Liability.

Except as otherwise specifically provided in the Plan and to the extent not prohibited by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, Cause of Action, or liability for any Exculpated Claim; *provided, however*, that the foregoing exculpation shall have no effect on the liability of any Person that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or wilful misconduct; *provided, further*, that in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties (and each of their respective affiliates, agents, directors, officers, employees, advisors, and attorneys) have complied with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan and the Plan Distributions and, therefore, are not and shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such Plan Distributions.

#### 11.6 Injunction Related to Releases and Exculpation.

Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, or Confirmation Order, all entities who have held, hold, or may hold Claims against or Interests in the Debtors are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, their Estates, the Liquidation Trust, the Disbursing Agent, the Released Parties, or the Exculpated Parties on account of any such Claims or Interests including, but not limited to: (1) commencing or continuing in any manner any action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any encumbrance of any kind; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors' Estates or the Liquidation Trust notwithstanding an indication in a proof of Claim or Interest or otherwise that such holder asserts, has, or

intends to preserve any right of setoff pursuant to Bankruptcy Code section 553 or otherwise; (5) commencing or continuing in any manner any action or other proceeding of any kind that does not comply with or is inconsistent with the Plan, including any right of action against an Exculpated Party for any Exculpated Claim, obligation, Cause of Action, or liability for any Exculpated Claim; and (6) taking any actions to interfere with the implementation or consummation of the Plan; provided, however, that nothing herein shall preclude any entity from exercising rights pursuant to and consistent with the terms of the Plan or the Confirmation Order.

**ITEM 4 SIGNATURE.** By signing this Ballot, you acknowledge and aver that (i) you are the Voter that holds the Claim for which this ballot is being submitted or that you are that Voter's Voter Representative; and (ii) the Voter agrees to be bound by the information and indications provided above, including without limitation, the above Voting Decision.

---

Name

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email

---

Date Completed

**Exhibit D**

**Nonvoter Notice**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Quicksilver Resources Inc., et al.,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 15-10585 (LSS)  
)  
) Jointly Administered  
)

**NOTICE OF NONVOTING STATUS**

PLEASE TAKE NOTICE THAT on [\_\_\_\_], 2016, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order [D.I. \_\_\_\_] (the “Order”) (i) approving the *Disclosure Statement for First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* [D.I. \_\_\_\_] (as may be amended from time to time, the “Disclosure Statement”) filed by the above-captioned debtors and debtors in possession (collectively, the “Debtors”); (ii) fixing the dates and deadlines related to confirmation of the *First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* [D.I. \_\_\_\_] (as may be amended from time to time, the “Plan”);<sup>2</sup> (iii) approving the procedures for voting on the Plan; and (iv) granting certain related relief.

PLEASE TAKE FURTHER NOTICE THAT, because of the nature and treatment of your Claim or Interest under the Plan,<sup>3</sup> you are not entitled to vote on the Plan and that the deadline for filing objections to the Plan is **August 2, 2016, at 4:00 p.m. (ET)** (the “Objection Deadline”). If you choose to object to the Plan, you must submit an objection, in writing, that: (i) complies with all applicable law, including the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Order and any other orders of the Bankruptcy Court; (ii) states the name and address of the objecting party and the nature of the Claim or Interest of such Party; (iii) states with particularity the basis and nature of any objection; and (iv) is filed with the Bankruptcy Court and served by first-class mail upon each of the following parties so as to be **actually**

<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. (“Quicksilver”) [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 4000, Fort Worth, Texas 76102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Plan, the *Motion for Approval of the Disclosure Statement, Voting Procedures, and Confirmation Procedures* [D.I. 1418] (the “Motion”), or the order approving the Motion [D.I. \_\_\_\_], as applicable.

<sup>3</sup> Holders of Claims in Classes 1, 2, and 3 are not entitled to vote because they are being satisfied in full and in cash and are presumed to accept and that holders of Claims or Interests in Classes 7, 8, and 9 are not receiving or retaining any property (or interest in property) under the Plan and are deemed to reject.

**received** no later than **August 2, 2016, at 4:00 p.m. (ET)**: (a) the Debtors, c/o Quicksilver Resources Inc., 801 Cherry Street, Suite 4000, Fort Worth, TX, 76102, Attn: Vanessa Gomez LaGatta; (b) counsel to the Debtors, Akin Gump Strauss Hauer & Feld, LLP, 1700 Pacific Avenue, Suite 4100, Dallas, TX 75201, Attn: Charles R. Gibbs, Esq. and Sarah Link Schultz, Esq. (sschultz@akingump.com; cgibbs@akingump.com); (c) co-counsel to the Debtors, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE, 19801, Attn: Paul N. Heath, Esq. and Amanda R. Steele, Esq. (heath@rlf.com; steele@rlf.com); (d) counsel to the Committee of Unsecured Creditors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY, 10019, Attn: Andrew N. Rosenberg and Elizabeth R. McColm (arosenberg@paulweiss.com; emccolm@paulweiss.com); (e) co-counsel to the Committee of Unsecured Creditors, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, DE, 19801, Attn: Richard S Cobb and Matthew B. McGuire (cobb@lrclaw.com; mcguire@lrclaw.com); (f) counsel for the First Lien Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Steven M. Fuhrman, Esq. and Kathrine A. McLendon, Esq. (sfuhrman@stblaw.com; kmclendon@stblaw.com); (g) counsel for the Second Lien Agent, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mitchell A. Seider, Esq. and David Hammerman, Esq. (Mitchell.Seider@lw.com; David.Hammerman@lw.com); (h) counsel for the Second Lien Indenture Trustee, Emmet, Marvin & Martin LLP, 120 Broadway, 32nd Floor, New York, NY 10271, Attn: Edward P. Zujkowski, Esq. and Thomas Pitta, Esq. (ezujkowski@emmetmarvin.com; tpitta@emmetmarvin.com); (i) counsel for the Ad Hoc Group of Second Lienholders, Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, NY 10005, Attn: Dennis F. Dunne, Esq. and Samuel A. Khalil, Esq. (DDunne@milbank.com; SKhalil@milbank.com); and (j) the Office of the United States Trustee, Region 3, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Jane Leamy (Jane.M.Leamy@usdoj.gov). If you wish to challenge certain voting related issues you may file a Rule 3018 Motion as described in the Order.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing (the “**Confirmation Hearing**”) to consider confirmation of the Plan will commence on **August 15, 2016 at 10:00 a.m. (ET)** before the Honorable Laurie S. Silverstein, United States Bankruptcy Judge, at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801. It is possible that the Confirmation Hearing will be continued to another hearing date by the Bankruptcy Court or the Debtors. If so, there will be an announcement during the Disclosure Statement Hearing, and/or the Debtors will file a notice of adjournment with the Bankruptcy Court and serve it on parties entitled to such notice.

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Plan, the Disclosure Statement, the Order, or other documents filed in the Debtors’ bankruptcy cases, you may do so online at: [www.gardencitygroup.com/cases/KWK](http://www.gardencitygroup.com/cases/KWK) or by (i) calling the Debtors’ restructuring hotline at (877) 940-2410; (ii) emailing the Debtors’ administrative agent, Garden City Group, LLC (“**GCG**”), at [KWKinfo@gardencitygroup.com](mailto:KWKinfo@gardencitygroup.com); or (iii) sending a written request to GCG at Quicksilver Resources Inc., et al. c/o GCG, P.O. Box 10155, Dublin, OH 43017-3155. Please be advised that you may not obtain legal advice by contacting the Debtors or GCG and you should consult an attorney if you seek such advice.



THE PLAN CONTEMPLATES RELEASE, EXCULPATION AND INJUNCTION PROVISIONS THAT COULD IMPAIR YOUR ABILITY TO BRING SUIT AGAINST THE DEBTOR OR THEIR AGENTS. IF THE PLAN IS CONFIRMED, NO CLAIMS AGAINST THE DEBTOR OR THE SPECIFIED THIRD-PARTIES WILL BE ALLOWED. **PLEASE REVIEW AND CONSIDER ARTICLE 11 OF THE PLAN AND THE REMAINDER OF THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED.** IF YOU HAVE ANY OTHER OBJECTIONS TO THE PLAN, PLEASE SEE ABOVE ON HOW TO FILE OBJECTIONS WITH THE BANKRUPTCY COURT.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT GCG AS SPECIFIED ABOVE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. CGC IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Wilmington, Delaware

Date: [\_\_\_\_], 2016

/s/\_\_\_\_\_

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

Paul N. Heath (DE 3704)  
Amanda R. Steele (DE 5530)  
Rachel L. Biblo (DE 6012)  
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 (admitted *pro hac vice*)  
Sarah Link Schultz (admitted *pro hac vice*)  
Travis A. McRoberts (DE 5274)  
1700 Pacific Avenue, Suite 4100  
Dallas, Texas 75201  
Telephone: (214) 969-2800  
Facsimile: (214) 969-4343

**COUNSEL FOR DEBTORS AND DEBTORS IN  
POSSESSION**

**Exhibit E**

**Nominee Voting Instructions**

**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 (LSS)
	)	
Debtors.	)	Jointly Administered
	)	

**NOTEHOLDER NOMINEE VOTING INSTRUCTIONS**

**[CUSIP NOS: ]**

You are receiving these voting instructions (the “Nominee Voting Instructions”) because you will be soliciting and submitting the votes of certain Beneficial Noteholders<sup>2</sup> on the Debtors’ *First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* [D.I. \_\_\_] (as may be amended from time to time, the “Plan”). The Plan has not yet been approved by the Bankruptcy Court.

***Deadline to Submit Votes to Nominees/Mailing Agents.*** All Beneficial Noteholders’ votes on the Plan must be submitted to their Noteholder Nominees and/or Mailing Agents so that they are **actually received** by the Nominees and/or Mailing Agents on or before **August 2, 2016, at 5:00 p.m. (ET)** (the “Voting Deadline”).

***Deadline to Submit Votes to GCG.*** Noteholder Nominees and Mailing Agents may not submit any Beneficial Noteholder’s vote on the Plan that was received after the Voting Deadline to the Debtors’ administrative and voting agent for these chapter 11 cases, Garden City Group, LLC (“GCG”). All Noteholder Nominees and Mailing Agents must submit all votes on the Plan so that they are **actually received** by GCG no later than three (3) days after the Voting Deadline, *i.e.*, on or before **August 5, 2016, at 5:00 p.m. (ET)** (the “Agent and Nominee Submission Deadline”). Noteholder Nominees and Mailing Agents may submit votes through the Voting Website, or, as an alternative, by mail, on a Master Ballot.

<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. (“Quicksilver”) [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 4000, Fort Worth, Texas 76102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan (as defined below), the *Motion for Approval of the Disclosure Statement, Voting Procedures, and Confirmation Procedures* [D.I. 1418] (the “Motion”), or the Order (as defined below), as applicable.

**Valid Votes.** In soliciting and submitting votes on the Plan from Beneficial Noteholders, please note that (i) GCG will tabulate each vote that fully complies with the requirements and processes listed in these instructions (each, a “Valid Vote”) and (ii) GCG will not tabulate any vote on the Plan that does not comply with these requirement and processes (each, an “Invalid Vote”), unless that Invalid Vote is cured of any defects or irregularities before the Voting Deadline or the Debtors, in their sole discretion, direct GCG to tabulate that Invalid Vote. In determining whether a vote is a Valid Vote, GCG will comply with the following Tabulation Procedures.

- Votes must be permissible under all applicable law, including the Bankruptcy Code, Bankruptcy Rules, Local Rules, and the *Order Approving the Debtors’ Disclosure Statement, Voting Procedures, and Confirmation Procedures* [D.I. \_\_\_] (the “Order”).
- Beneficial Noteholders’ votes must be actually received by GCG through the Voting Website or by mail, hand delivery, or courier on or before the Agent and Nominee Submission Deadlines. For the avoidance of doubt, votes may not be submitted to the Debtors or any of their advisors or agents (other than GCG).
- Votes must be legible if submitted in writing and must include all requested information. Votes that are submitted without a check mark or other indication in the space designated in a Master Ballot or on the Voting Website for indications regarding whether the Voter accepts or rejects the Plan (each, a “Voting Decision”) may be deemed an Invalid Vote and not counted.
- Votes must be signed by the Voter or an authorized representative of the Voter.
- Transferees or assignees of a transferred or assigned Claim may submit a vote only if that transfer or assignment (i) was completed on or before the Record Date set forth in the Order and (ii) is consistent with the requirements of Bankruptcy Rule 3001.
- Each vote must be based on a Voting Claim that (i) is not scheduled as wholly unliquidated, wholly contingent, or disputed, unless that Claim has been allowed for voting purposes by order of the Bankruptcy Court; (ii) does not relate to a debt or obligation that the Debtors already paid or otherwise satisfied; (iii) relates to a filed Claim; and (iv) is not duplicative of, or superseded by, a later-submitted Valid Vote; provided, however, that GCG will tabulate any vote based on a Voting Claim that was allowed for voting purposes by an order of the Bankruptcy Court.
- Votes must include only one Voting Decision and must include the same Voting Decision that was submitted by or on behalf of that Voter for other vote(s) (if any) in the same Voting Class.
- Votes submitted in connection with a Claim subject to a Claim Objection filed by the Debtors on or before the Claim Objection Deadline will not be tabulated, unless that Claim is allowed for voting purposes by an order of the Bankruptcy

Court. Challenges to a Claim Objection may be raised in a timely filed motion brought under Bankruptcy Rule 3018, consistent with the procedures outlined in the Order.

**Voting Online.** Noteholder Nominees and Mailing Agents are encouraged to submit the aggregated votes of Beneficial Noteholders online through the Voting Website in accordance with the following instructions.

- 1<sup>st</sup>* Access the Online Voting Website by visiting the Debtors' dedicated restructuring website at [www.gardencitygroup.com/cases/kwk](http://www.gardencitygroup.com/cases/kwk). Select "Online Voting Website."
- 2<sup>nd</sup>* Check the appropriate box certifying your authority to submit a Master Ballot on behalf of a DTC Nominee. Select "Submit" to enter the Online Voting Website.
- 3<sup>rd</sup>* Complete the "Registration for DTC Nominees." You must select the name of the DTC Nominee and the DTC Number for which you are authorized to vote, and provide your contact information as indicated on the screen. Select "Next" to proceed to the next screen.
- 4<sup>th</sup>* On the next screen, confirm the information that you previously entered appears correctly. Under Item 1, select the appropriate box to certify your authority to vote." Select "Next" to proceed to the next screen.
- 5<sup>th</sup>* Under Item 2, enter the *total* dollar amount voting to accept the Plan and the total dollar amount voting to reject the Plan in the first row. Enter the total number of your Beneficial Noteholder client(s) voting to accept the Plan and the total number of your Beneficial Noteholder client(s) voting to reject the Plan in the second row. Upload an Excel file that substantially matches the template provided on this screen with fields coinciding to (i) the relevant CUSIP number, (ii) your Beneficial Noteholder client(s) account number(s), (iii) the relevant principal amount of your Beneficial Noteholder client(s) holdings voting to accept or reject the Plan, and (vi) whether your Beneficial Noteholder client(s) choose to opt-out of the Third-Party Release. **If your client votes against the Plan and you do not indicate that your client has "opted-out," your client will be deemed to consent to the Third-Party Release. For the avoidance of doubt, if your client votes in favor of the Plan or does not vote on the Plan, they will be deemed to have granted the Third-Party Releases.**
- 6<sup>th</sup>* Under Item 3, upload a file substantially similar to the template *if* any of your Beneficial Holder client(s) indicated that they voted additional holdings through another DTC Participant Nominee. Select "Next" to proceed to the next screen.
- 7<sup>th</sup>* Under Item 4, sign your name by typing your name on the signature line and checking the box to affix your electronic signature to your Master Ballot. Once completed, click the "Submit" button. When you click the "Submit" button, your Master Ballot is deemed submitted.

***Submitting Votes by Mail on Master Ballots.*** Noteholder Nominees and Mailing Agents may submit the aggregated votes of Beneficial Noteholders on a Master Ballot as follows:

If by first class mail:

Quicksilver Resources Inc., *et al.*  
c/o GCG  
P.O. Box 10155  
Dublin, OH 43017-3155

If by courier or hand delivery:

Quicksilver Resources Inc., *et al.*  
c/o GCG  
5151 Blazer Parkway  
Suite A  
Dublin, Ohio 43017

Ballots should not be sent to the Debtors or their advisors or agents (other than GCG). Ballots that are not properly submitted will not be counted unless the Debtors specify otherwise in their sole discretion.

***Additional Information.*** If you would like to obtain a copy of the Plan, the Motion or the other documents filed in the Debtors' bankruptcy cases, you may do so online at [www.gardencitygroup.com/cases/KWK](http://www.gardencitygroup.com/cases/KWK) or by (i) calling the Debtors' restructuring hotline at (877) 940-2410; (ii) emailing the Debtors' administrative agent, Garden City Group, LLC ("GCG"), at [KWKinfo@gardencitygroup.com](mailto:KWKinfo@gardencitygroup.com); or (iii) sending a written request to GCG at Quicksilver Resources Inc., et al. c/o GCG, P.O. Box 10155, Dublin, OH 43017-3155. Please be advised that you may not obtain legal advice by contacting the Debtors or GCG and you should consult an attorney if you seek such advice.

Wilmington, Delaware

Date: [ ], 2016

/s/

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

Paul N. Heath (DE 3704)  
Amanda R. Steele (DE 5530)  
Rachel L. Biblo (DE 6012)  
One Rodney Square  
920 North King Street  
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– and –

**AKIN GUMP STRAUSS HAUSER & FELD LLP**

Charles R. Gibbs (admitted *pro hac vice*)  
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Travis A. McRoberts (DE 5274)  
1700 Pacific Avenue, Suite 4100  
Dallas, Texas 75201  
Telephone: (214) 969-2800  
Facsimile: (214) 969-4343

**COUNSEL FOR DEBTORS AND DEBTORS IN  
POSSESSION**

**Exhibit F**

**Form of Master Ballot**

**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 (LSS)
	)	
Debtors.	)	Jointly Administered
	)	

**MASTER BALLOT FOR ACCEPTING OR REJECTING THE JOINT  
CHAPTER 11 PLAN OF LIQUIDATION FOR QUICKSILVER  
RESOURCES INC. AND ITS AFFILIATED DEBTORS**

[CUSIP [#]]

Please note that you are receiving this Master Ballot because you are a Noteholder Nominee or Mailing Agent of one or more Beneficial Noteholders<sup>2</sup> that may submit votes for or against the above-captioned debtors' (collectively, the "Debtors") *First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* (as may be amended from time to time, the "Plan") via the voting website maintained by the Debtors administrative agent (the "Voting Website"), Garden City Group, LLC ("GCG"), or by returning this *Master Ballot for Accepting or Rejecting the Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* (this "Master Ballot") to GCG in the manner described in the voting instructions you received in the same mailing as this Master Ballot.

If you vote on the Voting Website, you will not need to return this Master Ballot. Importantly, if you choose to submit a vote by mail instead of through the Voting Website you incur certain risks, including mailing failures that result in GCG not receiving your ballot at all or receiving it after the Voting Deadline. GCG will not count any votes received after the Agent and Nominee Submission Deadline unless otherwise directed by the Debtors in their sole discretion.

Please submit this Master Ballot by (i) first-class mail to GCG at Quicksilver Resources Inc., et al. c/o GCG, P.O. Box 10155 Dublin, OH 43017-3155; (ii) courier or hand to GCG at

<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. ("Quicksilver") [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 4000, Fort Worth, Texas 76102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Plan (as defined below), the *Motion for Approval of the Disclosure Statement, Voting Procedures, and Confirmation Procedures* [D.I. 1418] (the "Motion"), or the order approving the Motion [D.I. \_\_\_], as applicable.



Quicksilver Resources Inc., et al. c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017; or (iii) electronic mail to [KWKinfo@gardencitygroup.com](mailto:KWKinfo@gardencitygroup.com). **TO HAVE YOUR VOTE COUNTED, YOU MUST COMPLETE, SIGN, AND RETURN THIS BALLOT SO THAT IT IS ACTUALLY RECEIVED ON OR BEFORE AUGUST 5, 2016, AT 5:00 P.M. (ET) (THE “AGENT AND NOMINEE SUBMISSION DEADLINE”).**

**Item 1. Certification of Authority to Vote.**

The undersigned certifies that, as of the Record Date, the undersigned (please check the applicable box):

- ☐ is a Nominee for a Beneficial Noteholder that is classified in Class 4, Class 5, and/or Class 6 of the Plan as of the Record Date of June 23, 2016, at 5:00 p.m. (ET) listed in Item 2 below and is the registered holder of the Voting Claims of the Beneficial Noteholders listed in Item 2 below;
- ☐ is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by a Noteholder Nominee that is the registered holder of the aggregated Voting Amount of the Voting Claims listed in Item 2 below; or
- ☐ has been granted a proxy (an original of which is annexed hereto) from (i) a Noteholder Nominee or (ii) a Beneficial Noteholder, that is the registered holder of the aggregate amount of the Voting Claims listed in Item 2 below and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Noteholders of the Voting Claims described in Item 2 below.

**Item 2. Voting Amounts and Outcomes.**

The undersigned transmits the following votes or releases of Beneficial Noteholders in respect of their Claims and certifies that the following Beneficial Noteholders of the Claims, as identified by their respective customer account numbers set forth below, are Beneficial Noteholders of such securities as of the Record Date and have delivered to the undersigned, as Noteholder Nominee, ballots casting such votes.

**For those holders of Claims, if any, who chose to accept or reject the Plan**, please indicate, in the appropriate column in the table below (which may be supplemented by a comparable schedule that may be affixed hereto), the aggregate principal Voting Amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each account of a Beneficial Noteholder must vote the full amount of such Beneficial Noteholder's Voting Claims to accept or reject the Plan and may not split the amount of such vote. Do not count any ballot executed by the Beneficial Noteholder that does not indicate a clear acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan. If the Beneficial Noteholder voted against the Plan and checked the box on their Ballot pertaining to Third-Party Releases, please place an X in the Release Opt Out column below. **Beneficial Noteholders entitled to vote that (i) vote in favor of the Plan, (ii) fail to vote on the Plan, or (iii) vote to reject the Plan and do not opt out of the Third-Party Releases are deemed to have granted the Releases.**

Customer Account No.	CUSIP No.	Vote(s) on the Plan		Opted out of the Third-Party Releases?
		Accept	Reject	
1.		\$	\$	
2.		\$	\$	
3.		\$	\$	
4.		\$	\$	
5.		\$	\$	
6.		\$	\$	
7.		\$	\$	
8.		\$	\$	
9.		\$	\$	
10.		\$	\$	
<b>TOTALS:</b>		\$	\$	

To provide additional information regarding the Third-Party Releases, the following sections of the Plan have been copied immediately below: § 11.4 (Third-Party Release), § 11.5 (Exculpation and Limitation of Liability), and § 11.6 (Injunction Related to Releases and Exculpation). To the extent of any discrepancy between the following and the corresponding sections in the Plan, including any modifications or amendments thereto, the sections in the Plan control. Please carefully review the following.

#### **11.4 Third-Party Release.**

**11.4.1 As of the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and waived the Liquidation Trust and all Released Parties from any and all Claims, Interests, obligations, rights, suits, judgments, damages, demands, debts, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or hereinafter arising, in law, equity, or otherwise, that such Person would have been entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Documents, and related agreements, settlements, instruments, or other documents, arising from or related to any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud or willful misconduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release does not release any post-Effective Date obligations of any party under the Plan, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any indemnification,**

exculpation, insurance or advancement of expenses obligations, reimbursement of expenses obligations, obligations arising from the ownership of equity or debt securities or other Interests in the Debtors, or any wages, overtime, bonus or employee benefit (including health, welfare, or retirement benefits) obligations owed to any Releasing Party.

11.4.2 Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the claims released by the Third-Party Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third-Party Release.

#### 11.5 Exculpation and Limitation of Liability.

Except as otherwise specifically provided in the Plan and to the extent not prohibited by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, Cause of Action, or liability for any Exculpated Claim; *provided, however*, that the foregoing exculpation shall have no effect on the liability of any Person that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct; *provided, further*, that in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties (and each of their respective affiliates, agents, directors, officers, employees, advisors, and attorneys) have complied with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan and the Plan Distributions and, therefore, are not and shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such Plan Distributions.

#### 11.6 Injunction Related to Releases and Exculpation.

Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, or Confirmation Order, all entities who have held, hold, or may hold Claims against or Interests in the Debtors are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, their Estates, the Liquidation Trust, the Disbursing Agent, the Released Parties, or the Exculpated Parties on account of any such Claims or Interests including, but not limited to: (1) commencing or continuing in any manner any action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any encumbrance of any kind; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors' Estates or the Liquidation Trust notwithstanding an indication in a proof of Claim or Interest or otherwise that such holder asserts, has, or

intends to preserve any right of setoff pursuant to Bankruptcy Code section 553 or otherwise; (5) commencing or continuing in any manner any action or other proceeding of any kind that does not comply with or is inconsistent with the Plan, including any right of action against an Exculpated Party for any Exculpated Claim, obligation, Cause of Action, or liability for any Exculpated Claim; and (6) taking any actions to interfere with the implementation or consummation of the Plan; provided, however, that nothing herein shall preclude any entity from exercising rights pursuant to and consistent with the terms of the Plan or the Confirmation Order.

**Item 3. Certification Regarding Other Votes or Claims.** Specify the information requested below for any holder of Voting Claims that has submitted any other ballots held in other accounts or other record names and confirm that all such submissions do not include inconsistent votes on the Plan. The undersigned certifies that the following is accurate.

Name of Holder	Customer Account Nos.	Check box to confirm no split votes	Principal Amounts
		<input type="checkbox"/>	\$
		<input type="checkbox"/>	\$

**Item 4. Certification.**

By signing this Master Ballot, the undersigned certifies that: (i) it has (a) received the Noteholder Nominee Package and has delivered the information contained therein to the Beneficial Noteholders whose Notes it holds; (b) compiled all of the votes on the Plan of these Beneficial Noteholders that were submitted by the Voting Deadline; and (c) it has been authorized by each such Beneficial Noteholder (or a representative thereof), to vote on the Plan and to make applicable elections; (ii) it is the registered holder of the Notes being voted; (iii) it has properly filled in the information requested above; and (iv) it will maintain all voting-related communications received from Beneficial Noteholders and produce them upon request by the Debtors or the Bankruptcy Court.

Please sign and fill in the information requested below.

\_\_\_\_\_  
Name of Nominee

\_\_\_\_\_  
DTC Participant Number

\_\_\_\_\_  
Name of Proxy Holder or Agent for Nominee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date Completed

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT  
PROMPTLY IN ACCORDANCE WITH THE INSTRUCTIONS HEREIN, THIS MASTER  
BALLOT MUST BE **ACTUALLY RECEIVED** BY GCG BY THE AGENT AND NOMINEE  
SUBMISSION DEADLINE, WHICH IS **AUGUST 5, 2016, AT 5:00 P.M. (ET)**

**Exhibit G**

**Beneficial Noteholder Voting Instructions**



**Conveying Your Vote.** If you are a Beneficial Noteholder, you must convey your vote and election regarding the Third Party Releases (if applicable) to your Noteholder Nominee, who must then incorporate your vote and election in a Master Ballot. The Debtors' administrative agent, Garden City Group, LLC ("GCG") will consider votes cast directly to them by Beneficial Noteholders as invalid.

**Voting Deadline.** All votes on the Plan must be submitted so that they are actually received on or before **August 2, 2016, at 5:00 p.m. (ET)** (the "Voting Deadline") in the manner requested by the Noteholder Nominee or Mailing Agent that delivered these instructions to you.

**Other Voting Requirements.** Your Nominee and/or Mailing Agent will provide you with (i) a ballot or another customary document typically required for Beneficial Noteholders to submit votes on a bankruptcy plan and (ii) these instructions. You should indicate your decision regarding whether to accept or reject the Plan in that ballot as well as whether you would like to opt out of the Third-Party Releases described therein (which is available only if you vote to reject the Plan). In addition, you must submit your vote and complete it in a manner that is consistent with the Voting Procedures described in the Motion. If you would like to obtain a copy of the Plan, the Motion, or the other documents filed in the Bankruptcy Cases, you may do so online at: [www.gardencitygroup.com/cases/KWK](http://www.gardencitygroup.com/cases/KWK) or by (i) calling the Debtors' restructuring hotline at (877) 940-2410; (ii) emailing GCG at [KWKinfo@gardencitygroup.com](mailto:KWKinfo@gardencitygroup.com); or (iii) sending a written request to GCG at Quicksilver Resources Inc., et al. c/o GCG, P.O. Box 10155, Dublin, OH 43017-3155.

If you submit your vote on the Plan in a timely manner to your Noteholder Nominee and/or Mailing Agent, and in accordance with all of the foregoing, then your Noteholder Nominee and/or Mailing Agent will submit your vote to GCG. GCG will then review whether your vote has been properly submitted and, if so, will count your vote in connection with determining whether your Class has voted to approve the Plan. Once all Valid Votes are counted, GCG will file a Vote Report with the Bankruptcy Court that will specify Valid Vote totals for each Class and Invalid Votes with descriptions of why those votes were excluded. The Debtors, their counsel, their advisors, and their agents (including GCG) shall be under no obligation to notify any party in interest regarding Invalid Votes.



**Exhibit H**

**Beneficial Noteholder Ballot**

**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 (LSS)
	)	
Debtors.	)	Jointly Administered
	)	

**BENEFICIAL BALLOT FOR VOTING ON THE DEBTORS' PLAN**

[CUSIP #]

**Introduction.** The above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed a chapter 11 plan of liquidation [D.I. \_\_\_\_] (as may be amended from time to time, the “Plan”) in their bankruptcy cases currently pending in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). If the Bankruptcy Court confirms the Plan, then certain Claims<sup>2</sup> against the Debtors will be paid in full, in part, or not at all, and the holders of those Claims will be unable to collect any additional amounts from the Debtors. The Bankruptcy Court has not yet confirmed the Plan. If sufficient votes in support of the Plan are submitted, the Bankruptcy Court will confirm the Plan, and the relief for the Debtors contemplated thereunder will be binding on you whether or not you vote on the Plan.

You are receiving this *Beneficial Ballot for Voting on the Debtors' Plan* (the “Beneficial Ballot”) because you are able to vote on the Plan. Your vote on the Plan is based on the publicly traded Notes that the Debtors issued before commencing their bankruptcy cases and which bear the following CUSIP numbers: 74837RAC8, 74837RAH7, U7486PAA7, 74837RAG9, and/or 74837RAK0. You may cast a vote on the Plan, because your Voting Claim has been classified in Class [4] / [5] and/or [6] under the Plan, and therefore will not be paid in full if the Plan is confirmed.

**Additional Information.** To understand additional implications of holding a Voting Claim that is classified in Class [4] / [5] and/or [6] of the Plan, you should review the Plan and the *Disclosure Statement for First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver*

<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. (“Quicksilver”) [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 4000, Fort Worth, Texas 76102.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Plan, the *Motion for Approval of the Disclosure Statement, Voting Procedures, and Confirmation Procedures* [D.I. 1418] (the “Motion”), or the order approving the Motion [D.I. \_\_\_\_], as applicable.

*Resources Inc. and Its Affiliated Debtors* [D.I. \_\_\_] (as may be amended from time to time, the “Disclosure Statement”), which the Debtors have prepared to facilitate informed Plan-voting decisions and which has been approved by the Bankruptcy Court. If you would like to obtain a copy of the Plan, Disclosure Statement, or other documents filed in the Debtors’ chapter 11 cases, you may do so online at: [www.gardencitygroup.com/cases/KWK](http://www.gardencitygroup.com/cases/KWK) or by (i) calling the Debtors’ restructuring hotline at (877) 940-2410; (ii) emailing the Debtors’ administrative agent, Garden City Group, LLC (“GCG”), at [KWKinfo@gardencitygroup.com](mailto:KWKinfo@gardencitygroup.com); or (iii) sending a written request to GCG at Quicksilver Resources Inc., et al. c/o GCG, P.O. Box 10155, Dublin, OH 43017-3155. Please be advised that you may not obtain legal advice by contacting the Debtors or GCG and you should consult an attorney if you seek such advice.

**Submitting Your Vote.** You must submit your vote(s) to your Noteholder Nominee or Mailing Agent so that they are **actually received** on or before **August 2, 2016, at 5:00 p.m. (ET)** (the “Voting Deadline”) in the manner requested by the Noteholder Nominee or Mailing Agent that delivered this Beneficial Ballot to you.

**Voting.** You are entitled to vote because you hold one or more Claims against the Debtors that have been classified in Class [4] / [5] and/or [6] under the Plan. The Plan and Disclosure Statement describe the treatment of Claims in this Class. If you hold a Claim in two or more of Classes 4, 5, and 6, you will receive a ballot for each Class in which you are entitled to vote. In addition, if you hold distinct Claims against distinct Debtors in a single Voting Class, you may receive more than one ballot. **To cast a vote on the Plan, please review and complete the following four items:**

**ITEM 1. AMOUNT OF CLAIM.** The undersigned hereby certifies that as of the Record Date, the undersigned was the Holder of Notes bearing the following CUSIP and in the following aggregate unpaid principal amount:

CUSIP Number	Aggregate Unpaid Principal
	\$

**ITEM 2. VOTE ON PLAN.** The Holder of the Notes set forth in Item 1 votes to (please check only one box):

☐ **ACCEPT** (vote FOR) the Plan      ☐ **REJECT** (vote AGAINST) the Plan

Any Ballot that is executed by the Holder of a Claim but is not marked to accept or reject the Plan or is marked both to accept and reject the Plan will not be counted. **By voting to accept the plan, you have consented to certain releases as described in item 3.**

**ITEM 3. ELECTION REGARDING THIRD-PARTY RELEASES (ONLY APPLICABLE TO HOLDERS THAT VOTE TO REJECT THE PLAN IN ITEM 2 ABOVE).** The Plan includes certain releases, exculpations, and injunctions (the “Third-Party”

Releases”) that are described in detail in the Disclosure Statement and copied below for your convenience. **If you have (i) voted to accept the Plan, (ii) are entitled to vote on the Plan and elect not to do so, or (iii) vote to reject the Plan and do not opt out of the Third-Party Releases, you have consented to the Third-Party Releases. If and only if you have voted to reject the Plan, then you may choose to opt out of the Third-Party Releases by checking the following box.** Please see below for further information regarding the Third-Party Releases.

☐ **Opt out of Third-Party Releases**

To provide additional information regarding the Third-Party Releases, the following sections of the Plan have been copied immediately below: § 11.4 (Third-Party Release), § 11.5 (Exculpation and Limitation of Liability), and § 11.6 (Injunction Related to Releases and Exculpation). To the extent of any discrepancy between the following and the corresponding sections in the Plan, including any modifications or amendments thereto, the sections in the Plan control. Please carefully review the following.

#### **11.4 Third-Party Release.**

**11.4.1 As of the Effective Date, to the fullest extent permitted by applicable law, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and waived the Liquidation Trust and all Released Parties from any and all Claims, Interests, obligations, rights, suits, judgments, damages, demands, debts, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted on behalf of the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or hereinafter arising, in law, equity, or otherwise, that such Person would have been entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Documents, and related agreements, settlements, instruments, or other documents, arising from or related to any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes fraud or willful misconduct. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release does not release any post-Effective Date obligations of any party under the Plan, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any indemnification, exculpation, insurance or advancement of expenses obligations, reimbursement of expenses obligations, obligations arising from the ownership of equity or debt securities or other**

Interests in the Debtors, or any wages, overtime, bonus or employee benefit (including health, welfare, or retirement benefits) obligations owed to any Releasing Party.

11.4.2 Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the claims released by the Third-Party Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third-Party Release.

#### 11.5 Exculpation and Limitation of Liability.

Except as otherwise specifically provided in the Plan and to the extent not prohibited by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, Cause of Action, or liability for any Exculpated Claim; *provided, however*, that the foregoing exculpation shall have no effect on the liability of any Person that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct; *provided, further*, that in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties (and each of their respective affiliates, agents, directors, officers, employees, advisors, and attorneys) have complied with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan and the Plan Distributions and, therefore, are not and shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such Plan Distributions.

#### 11.6 Injunction Related to Releases and Exculpation.

Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, or Confirmation Order, all entities who have held, hold, or may hold Claims against or Interests in the Debtors are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, their Estates, the Liquidation Trust, the Disbursing Agent, the Released Parties, or the Exculpated Parties on account of any such Claims or Interests including, but not limited to: (1) commencing or continuing in any manner any action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any encumbrance of any kind; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors' Estates or the Liquidation Trust notwithstanding an indication in a proof of Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to Bankruptcy Code section 553 or otherwise; (5) commencing or continuing in any manner any action or other proceeding of

any kind that does not comply with or is inconsistent with the Plan, including any right of action against an Exculpated Party for any Exculpated Claim, obligation, Cause of Action, or liability for any Exculpated Claim; and (6) taking any actions to interfere with the implementation or consummation of the Plan; provided, however, that nothing herein shall preclude any entity from exercising rights pursuant to and consistent with the terms of the Plan or the Confirmation Order.

**ITEM 4 SIGNATURE.** By signing this Ballot, you acknowledge and aver that (i) you are the Voter that holds the Claim for which this ballot is being submitted or that you are that Voter's Voter Representative; and (ii) the Voter agrees to be bound by the information and indications provided above, including without limitation, the above Voting Decision.

---

Name

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email

---

Date Completed