

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

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

NOTICE OF FILING OF PLAN SUPPLEMENT DOCUMENTS

PLEASE TAKE NOTICE that on May 18, 2016, the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) filed the *Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and its Affiliated Debtors* [Docket No. 1416] (as has been, and may further be, amended, modified, or supplemented from time to time, the “Plan”).²

PLEASE TAKE FURTHER NOTICE that, pursuant to the Plan, attached hereto as Exhibits A through D (the “Plan Supplement”) are the following Plan Supplement documents, as each may be amended, modified, or supplemented from time to time:

- Exhibit A: Form of Liquidation Trust Agreement
- Exhibit B: Schedule of Assumed Contracts and Leases
- Exhibit C: Schedule of Contracts and Leases Neither Assumed Nor Rejected
- Exhibit D: Identification of the Liquidation Trustee

PLEASE TAKE FURTHER NOTICE that certain of these documents remain subject to continuing negotiations among the Debtors and interested parties with respect hereto. The Debtors reserve all rights to amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan. To the extent material amendments or modifications are made to any of these documents, the Debtors will file a blackline version with the Bankruptcy Court prior to the Confirmation Hearing marked to reflect such amendments or modifications.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Quicksilver Resources Inc. (“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.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Plan.

PLEASE TAKE FURTHER NOTICE that the inclusion of a contract or lease on Exhibit B or Exhibit C shall not be deemed an admission that such contract is an executory contract or unexpired lease, or that it is a binding, valid, and enforceable contract. The Debtors hereby expressly reserve the right to assert that any agreement listed on Exhibit B or Exhibit C does not constitute an executory contract or unexpired lease within the meaning of Bankruptcy Code section 365.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is integral to, part of, and incorporated by reference into the Plan; however, these documents have not been approved by the Bankruptcy Court at this time.

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing is scheduled to commence at 10:00 a.m. (prevailing Eastern Time) on August 15, 2016, before the Honorable Laurie Selber Silverstein at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801. **This hearing may be continued by the Court or by the Debtors without further notice other than by announcement of same in open court and/or by filing and serving a notice of adjournment.**

PLEASE TAKE FURTHER NOTICE that the copies of the documents included in the Plan Supplement, the Plan, or any other document filed in the Debtors' chapter 11 cases are available (1) at www.gardencitygroup.com/cases/kwk; (b) by sending a written request to the Debtors' administrative agent, Garden City Group, LLC ("GCG"), at Quicksilver Resources Inc., et al. c/o GCG, P.O. Box 10155, Dublin, OH 43017-3155; (c) by calling the Debtors' restructuring hotline at (877) 940-2410; or (d) by emailing KWKinfo@gardencitygroup.com.

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Wilmington, Delaware
Date: July 26, 2016

/s/ Amanda R. Steele

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 A

Form Liquidation Trust Agreement

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KWK TRUST AGREEMENT

This KWK Liquidating Trust Agreement (this "Agreement") is made this []th day of [], 2016 by and among (i) Quicksilver Resources Inc. and its debtor affiliates, in the chapter 11 cases (the "Chapter 11 Cases") pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), jointly administered under Case Number 15-10585 (LSS) (collectively, the "Debtors") and (ii) [], as the trustee (together, with any successor appointed under the terms hereof, the "KWK Trustee," and together with the Debtors, the "Parties"). Capitalized terms used in this Agreement and not defined herein have the meanings ascribed to them in the *First Amended Joint Chapter 11 Plan of Liquidation for Quicksilver Resources Inc. and Its Affiliated Debtors* (the "Plan").

RECITALS

A. The Bankruptcy Court entered an order on [], 2016 confirming the Plan;

B. The Liquidation Trust (as defined below) is established pursuant to the Plan as a liquidating trust in accordance with Treasury Regulation Section 301.7701-4(d) with no objective to continue or engage in the conduct of a trade or business except, to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidation Trust and the Plan.

C. The Liquidation Trust is established for the purpose of, at the direction of the Trust Advisory Board or Unsecured Advisory Group, as applicable, liquidating the Liquidation Trust Assets in an expeditious but orderly manner for the benefit of the Second Lien Liquidation Trust Beneficiaries and the Unsecured Liquidation Trust Beneficiaries, as applicable.

D. The Liquidation Trust is intended to qualify as two separate "grantor trusts" for U.S. federal income tax purposes pursuant to Sections 671-677 of the Internal Revenue Code of 1986, as amended, (the "Tax Code") with the Second Lien Liquidation Trust Beneficiaries treated as the grantors and owners of one trust and the Unsecured Liquidation Trust Beneficiaries treated as the grantors and owners of another trust.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Plan, the Debtors and the KWK Trustee agree as follows:

ARTICLE I **DEFINITIONS**

1.1 Definitions.

"Allowed Claim or Allowed Claim" (with respect to a specific type of Claim, if applicable) means (a) any Claim (or a portion thereof) against a Debtor as to which no action to

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dispute, deny, or otherwise limit recovery with respect thereto, or alter the priority thereof (including a claim objection), has been timely commenced within the applicable period of limitation fixed by the Plan or applicable law, or, if an action to dispute, deny, equitably subordinate, or otherwise limit recovery with respect thereto, or alter priority thereof, has been timely commenced, to the extent such Claim has been allowed (whether in whole or in part) by a Final Order of a court of competent jurisdiction with respect to the subject matter or (b) any Claim against a Debtor or portion thereof that is allowed (i) in any contract, instrument, or other agreement entered into in connection with the Plan, (ii) pursuant to the terms of the Plan, (iii) by Final Order of the Bankruptcy Court, or (iv) with respect to an Administrative Expense Claim (x) that was incurred by a Debtor in the ordinary course of business during the Chapter 11 Cases to the extent due and owing without defense, offset, recoupment, or counterclaim of any kind and (y) that is not otherwise disputed.

“Bankruptcy Code” means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under 28 U.S.C. § 2075, as amended from time to time, as applicable to the Chapter 11 Cases, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

“Business Day” means any day other than a Saturday, Sunday, or a “legal holiday,” as such term is defined in Bankruptcy Rule 9006(a)(6).

“Cash” means the legal currency of the United States and equivalents thereof.

“Claim” shall have the meaning set forth in Bankruptcy Code section 101(5).

“Commencement Date” means March 17, 2015.

“Confirmation Date” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Debtors’ Chapter 11 Cases.

“Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan, including all exhibits, appendices, supplements, and related documents.

“Disputed” means, with respect to any Claim against a Debtor, including any portion thereof, any Claim (a) that is listed on the Schedules as contingent, unliquidated, or disputed, as to which the Debtors or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and Bankruptcy Rules or that is otherwise disputed by any Debtor or the KWK Trustee in accordance with applicable law, which objection, request for estimation, or dispute has not been determined by a Final Order, or (b) with respect to which a proof of claim was required to be filed by order of the Bankruptcy Court but as to which such proof of claim was not timely or properly filed.

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“Distributable General Unsecured Claim” means any unsecured Claim against any Debtor, including, but not limited to, (a) trade Claims, (b) unsecured Claims held by a non-Debtor affiliate of the Debtors against the Debtors, (c) Claims arising out of the rejection of Executory Contracts and Unexpired Leases by any Debtor, and (d) Senior Notes Claims but excluding any Subordinated Notes Claim, Second Lien Deficiency Claim, or Intercompany Claim.

“Distribution Date” means the Initial Distribution Date or any of the Periodic Distribution Dates, as applicable.

“Effective Date” has the meaning ascribed to it in the Plan.

“Final Order” means an order, ruling, or judgment of the Bankruptcy Court (or other court of competent jurisdiction) entered on the docket in the Debtors’ Chapter 11 Cases (or on the docket of such other court of competent jurisdiction), which has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided, however*, that no order or judgment shall fail to be a Final Order solely because of the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure has been or may be filed with respect to such order or judgment; *provided, further*, that the susceptibility of a Claim to a challenge under Bankruptcy Code section 502(j) shall not render a Final Order not a Final Order.

“Liquidation Trust” means the trust created pursuant to the this Agreement on the Effective Date in accordance with the Plan, the Confirmation Order and the Liquidation Trust Agreement.

“Liquidation Trust Assets” means collectively, the Second Lien Liquidation Trust Assets and the Unsecured Liquidation Trust Assets. For the avoidance of doubt, from and after the Effective Date, the Liquidation Trust shall be vested with the right to receive Canadian Proceeds, which amounts shall be distributed in accordance with the terms of the Plan and this Agreement.

“Liquidation Trust Beneficiaries” means collectively, the Second Lien Liquidation Trust Beneficiaries and the Unsecured Liquidation Trust Beneficiaries.

“Liquidation Trust Causes of Action” means collectively, the Causes of Action transferred to the Liquidation Trust on the Effective Date and any defense or counterclaim to any Disputed Claim, but excluding any and all Causes of Action released and/or exculpated pursuant to the terms of the Plan.

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“Liquidation Trust Interests” means collectively, the Second Lien Liquidation Trust Interests and the Unsecured Liquidation Trust Interests.

“Liquidation Trust Reserve” means, as more fully described in this Agreement, the Cash transferred to the Liquidation Trust on the Effective Date out of the Cash that would otherwise be payable to the holders of Allowed Second Lien Secured Claims as part of the Second Lien Plan Consideration to fund the operations of the Liquidation Trust.

“Person” has the meaning set forth in section 101(41) of the Bankruptcy Code.

“Schedules” means the schedules of assets and liabilities filed in the Chapter 11 Cases, as amended or supplemented from time to time.

“Second Lien Liquidation Trust Assets” means the assets to be transferred to the Liquidation Trust on the Effective Date other than the Unsecured Liquidation Trust Assets, including, without limitation, the Liquidation Trust Causes of Action (other than the causes of action that consist of defenses or counterclaims to a Distributable General Unsecured Claim), the Liquidation Trust Reserve, and all other property and assets of the Debtors remaining after segregation of the Unsecured Liquidation Trust Assets, reserving for Fee Claims, and payment of Administrative Expense Claims, U.S. Trustee Fees, Priority Tax Claims, Other Priority Claims, Other Secured Claims, First Liens Claims (if applicable), and the Cash component of the Second Lien Plan Consideration, including Canadian Proceeds that are payable to the holders of Allowed Second Lien Secured Claims. For the avoidance of doubt, from and after the Effective Date, the Liquidation Trust shall be vested with the right to receive Canadian Proceeds, which amounts shall be distributed in accordance with the terms of the Plan and this Agreement.

“Second Lien Liquidation Trust Beneficiaries” means the holders of the Second Lien Liquidation Trust Interests.

“Second Lien Liquidation Trust Interests” means the uncertified beneficial interests in the Liquidation Trust representing the right of each holder of an Allowed Second Lien Secured Claim to receive distributions from the Liquidation Trust on account of such Second Lien Liquidation Trust Interests in accordance with the terms of the Plan and this Agreement.

“Trust Advisory Board” means the board established and constituted as provided in Article VI of this Agreement for the purpose of overseeing, reviewing and guiding the activities and performance of the KWK Trustee (except with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims), and having the rights and responsibilities set forth in this Agreement.

“Unsecured Advisory Group” means the group of unsecured creditors established and constituted for the purposes of reviewing the KWK Trustee’s activities and advising the KWK Trustee, in each case, solely with respect to the Unsecured Plan Consideration, the Liquidation Trust Causes of Action (solely to the extent such causes of action consist of defenses or counterclaims to a Distributable General Unsecured Claim) and the Claims reconciliation

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process with respect to Distributable General Unsecured Claims, for the benefit of the Unsecured Litigation Trust Beneficiaries.

“Unsecured Liquidation Trust Assets” means the Unsecured Plan Consideration and the Liquidation Trust Causes of Action (solely to the extent such causes of action consist of defenses or counterclaims to a Distributable General Unsecured Claim).

“Unsecured Liquidation Trust Beneficiaries” means the holders of the Unsecured Liquidation Trust Interests.

“Unsecured Liquidation Trust Interests” means the uncertified beneficial interests in the Liquidation Trust representing the right of each holder of an Allowed Distributable General Unsecured Claim to receive distributions from the Liquidation Trust on account of such Unsecured Liquidation Trust Interests in accordance with the terms of the Plan and this Agreement.

“Unsecured Plan Consideration” means (i) \$17.5 million in Cash, plus (ii) 50% of recoveries from the Canadian Proceeds in excess of \$2.5 million up to \$17.5 million of recoveries from the Canadian Proceeds.

ARTICLE II **KWK TRUSTEE**

2.1 Appointment. The Debtors hereby designate [_____] to serve as the initial KWK Trustee under the Plan, and [_____] hereby accepts such appointment and agrees to serve in such capacity, effective upon the Effective Date of the Plan.

2.2 Generally. The KWK Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the Liquidation Trust and not otherwise. The KWK Trustee shall have the authority to bind the Liquidation Trust, but shall for all purposes hereunder be acting in the capacity as KWK Trustee, and not individually.

2.3 Scope of Authority. Subject to the oversight and direction of the Trust Advisory Board and the Unsecured Advisory Group, where applicable, and the provisions of the Plan and this Agreement, the KWK Trustee shall:

- (i) have the power and authority to hold, manage, convert to Cash, and distribute the Liquidation Trust Assets, including prosecuting and resolving the Liquidation Trust Causes of Action;
- (ii) hold the Liquidation Trust Assets for the benefit of the Liquidation Trust Beneficiaries who are entitled to distributions therefrom under the Plan, whether their Claims are Allowed on or after the Effective Date;

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- (iii) have the power and authority to hold, manage, and distribute Cash or non-Cash Liquidation Trust Assets obtained through the exercise of its power and authority;
- (iv) have the power and authority to object to, prosecute objections to, compromise and settle Disputed Claims; and
- (v) such other responsibilities as are vested in the KWK Trustee on behalf of the Liquidation Trust pursuant to the Plan or Bankruptcy Court order or as may be necessary and proper to carry out the provisions of the Plan. In all circumstances, the KWK Trustee shall (i) with respect to the Second Lien Liquidation Trust Assets, act in the best interests of the Second Lien Liquidation Trust Beneficiaries and in good faith with respect to the Unsecured Liquidation Trust Beneficiaries and (ii) with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims, act in the best interests of the Unsecured Liquidation Trust Beneficiaries and in good faith with respect to the Second Lien Liquidation Trust Beneficiaries, and in each case in furtherance of the purpose of the Liquidation Trust. The KWK Trustee shall use its reasonable best efforts to comply promptly with an affirmative direction from the Trust Advisory Board or, with respect to the Unsecured Liquidation Trust Assets or the Claim reconciliation process with respect to Distributable General Unsecured Claims, the Unsecured Advisory Board.

2.4 Retention of Professionals. The KWK Trustee may retain and compensate attorneys and other professionals to assist in its duties as KWK Trustee on such terms as the KWK Trustee deems appropriate without Bankruptcy Court approval. Without limiting the foregoing, the KWK Trustee may retain any professional who represented parties in interest in the Chapter 11 Cases.

2.5 Other Activities. The KWK Trustee, other than in its capacity as KWK Trustee, shall be entitled to perform services for and be employed by third parties; provided, however, that such performance or employment affords the KWK Trustee sufficient time to carry out its responsibilities as KWK Trustee. The KWK Trustee may, with the consent and oversight of the Trust Advisory Board or Unsecured Advisory Group (as applicable), delegate the performance of its services under this Agreement and the fulfillment of responsibilities to other persons reasonably acceptable to the Trust Advisory Board and Unsecured Advisory Group (as applicable). Such persons shall be entitled to be compensated and to be reimbursed for out-of-pocket disbursements in the same manner as the KWK Trustee.

2.6 Limitation of the KWK Trustee's Authority.

(a) The KWK Trustee shall not and is not authorized to engage in any trade or business with respect to the Liquidation Trust Assets or any proceeds therefrom and shall engage only in activity reasonably necessary to, and consistent with, the liquidating purpose of the Liquidation Trust and shall take such actions consistent with the expeditious but orderly

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liquidation of the Liquidation Trust Assets as is required by applicable law and consistent with the treatment of the Liquidation Trust as a liquidating trust under Treasury Regulation Section 301.7701-4(d), and such actions permitted therein.

(b) The KWK Trustee may invest Cash (including any earnings thereon or proceeds therefrom) as permitted by section 345 of the Bankruptcy Code (“Permitted Investments”), provided, however, that such investments are investments permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities. Any Permitted Investment made as provided for herein must have a maturity date not in excess of three (3) months from the date of the acquisition of the Permitted Investment. The KWK Trustee shall deposit all Cash comprising the Liquidation Trust Assets in interest-bearing accounts (in all events, Cash relating to Second Lien Liquidation Trust Assets and Unsecured Liquidation Trust Assets shall be held in different accounts) maintained with a domestic bank or other financial institution having a shareholders’ equity or equivalent capital of not less than Five Hundred Million Dollars. The KWK Trustee shall not be liable for interest or obligated to produce income on any moneys received by the Liquidation Trust hereunder and held for distribution or payment, except as such interest or other income shall actually be received by the KWK Trustee.

(c) The Trust Advisory Board may from time to time, by majority vote, restrict the KWK Trustee from taking or initiating certain actions (except with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims) determined by the Trust Advisory Board to be contrary to the best interests of the Liquidation Trust or the Second Lien Liquidation Trust Beneficiaries.

(d) With respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims, the Unsecured Advisory Group may from time to time, by majority vote, restrict the KWK Trustee from taking or initiating certain actions determined by the Unsecured Advisory Group to be contrary to the best interests of the Liquidation Trust or the Unsecured Liquidation Trust Beneficiaries.

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2.7 Liability of KWK Trustee. Except as otherwise specifically provided herein, the KWK Trustee, the KWK Trustee's employees, the Liquidation Trust's employees, and the KWK Trustee's or Liquidation Trust's professionals or representatives shall not be held personally liable for any claim asserted against the Liquidation Trust, the KWK Trustee, the KWK Trustee's employees, the Liquidation Trust's employees or any of the KWK Trustee's or Liquidation Trust's professionals or representatives. Without limiting the generality of the foregoing, the KWK Trustee, the KWK Trustee's employees, the Liquidation Trust's employees and any of the KWK Trustee's or Liquidation Trust's professionals or representatives shall not be liable for any error of judgment made in good faith, or with respect to any action taken or omitted to be taken in good faith, except to the extent that the action taken or omitted to be taken by the KWK Trustee, the KWK Trustee's employees, the Liquidation Trust's employees or any of the KWK Trustee's or Liquidation Trust's professionals or representatives are determined by a final order of the Bankruptcy Court to be due to their own respective gross negligence or willful misconduct.

2.8 Reliance by KWK Trustee. Except as otherwise provided in Section 2.7 hereof: (i) the KWK Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; (ii) the KWK Trustee may consult with legal counsel, financial or accounting advisors and other professionals to be selected by it and may rely, in good-faith, on the advice thereof, and the KWK Trustee shall not be liable for any action taken or omitted to be taken by it in accordance with the advice thereof; and (iii) persons dealing with the KWK Trustee shall look only to [the applicable] [Second Lien] Liquidation Trust Assets to satisfy any liability incurred by the KWK Trustee to such person in carrying out the terms of this Agreement and neither the KWK Trustee nor its employees or the KWK Trustee's professionals or representatives shall have any personal obligation to satisfy any such liability.

2.9 Compensation of the KWK Trustee and Other Employees. The KWK Trustee shall be entitled to receive compensation approved by the Trust Advisory Board or the Unsecured Advisory Group, as applicable and paid by the Liquidation Trust with the [applicable assets of the Liquidation Trust] [the Second Lien Liquidation Trust Assets] in an amount consistent with that of similar functionaries in similar roles. Costs and expenses of the Liquidation Trust shall include (i) fees and expenses incurred in connection with the prosecution and settlement of any Liquidation Trust Causes of Action, (ii) fees and expenses incurred in connection with the Claims resolution process, and (iii) actual reasonable out-of-pocket fees and expenses of the KWK Trustee and its retained professionals including, without limitation, office rent, necessary travel, travel lodging, postage, personal computers and printers, photo copying, telephone and facsimile charges upon receipt of periodic billings. Employees of the Liquidation Trust who perform services for the Liquidation Trust shall be entitled to receive compensation for services rendered on behalf of the Liquidation Trust; provided, however, the terms of such compensation shall be approved by the Trust Advisory Board.

2.10 Exculpation; Indemnification. The KWK Trustee and the KWK Trustee's employees, agents and professionals shall be and hereby are exculpated by all Persons, including without limitation, all of the Liquidation Trust Beneficiaries, from any and all claims, causes of

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action and other assertions of liability arising out of the discharge of the powers and duties conferred upon such KWK Trustee by the Plan, this Agreement or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law or otherwise, except for actions or omissions to act that are determined by Final Order of the Bankruptcy Court to have arisen out of gross negligence or willful misconduct after the Effective Date. No holder of a Claim or other party in interest, including a holder of a General Unsecured Claim, will have or be permitted to pursue any claim or cause of action against the KWK Trustee, the Liquidation Trust or the employees, professionals or representatives of either the KWK Trustee or the Liquidation Trust for making payments in accordance with the Plan or for implementing the provisions of the Plan. To the fullest extent permitted by applicable law, the Liquidation Trust shall, (i) indemnify, defend and hold harmless the KWK Trustee and the KWK Trustee's employees, agents and professionals from and against any and all of its actions or inactions in its capacity as, or on behalf of, the KWK Trustee, except for actions or inactions involving willful misconduct or gross negligence and (ii) reimburse the KWK Trustee and the KWK Trustee's agents and professionals for fees and expenses in defending any and all of its actions or inactions in its capacity as, or on behalf of, the KWK Trustee, except for actions or inactions involving willful misconduct or gross negligence. Any action taken or omitted to be taken with the express approval of (y) the Bankruptcy Court, (y) with respect to the Second Lien Liquidation Trust Assets and the Claims reconciliation process (other than with respect to Distributable General Unsecured Claims), the Trust Advisory Board or (z) with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims, the Unsecured Advisory Group, will conclusively be deemed not to constitute gross negligence or willful misconduct; provided, however, that the KWK Trustee shall not be obligated to comply with a direction of the Trust Advisory Board or the Unsecured Advisory Group, whether or not express, which would result in a change to the distribution provisions of this Agreement and the Plan.

2.11 Termination. The duties, responsibilities and powers of the KWK Trustee will terminate on the date the Liquidation Trust is dissolved pursuant to Article IX of this Agreement, under applicable law in accordance with the Plan, or by an Order of the Bankruptcy Court or by entry of a final decree closing the Debtors' Chapter 11 Cases before the Bankruptcy Court; provided, that Sections 2.9 and 2.10 above shall survive such termination, dissolution and entry. In the event the then-appointed KWK Trustee dies, is terminated, or resigns for any reason, the Trust Advisory Board ([in consultation] with [the consent of] the Unsecured Advisory Group) shall promptly designate a successor trustee.

2.12 No Bond. The KWK Trustee shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, in the event that the KWK Trustee is so otherwise ordered, all reasonable costs and expenses of procuring any such bond or surety shall be borne by the [applicable] [Second Lien] Liquidation Trust Assets.

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ARTICLE III
ESTABLISHMENT OF THE LIQUIDATION TRUST

3.1 Transfer of Assets to Liquidation Trust.

(a) Pursuant to the Plan, the Debtors and the KWK Trustee hereby establish the Liquidation Trust on behalf of the Liquidation Trust Beneficiaries. The KWK Trustee agrees to, subject to the terms of the Plan and this Agreement, accept and hold the Liquidation Trust Assets in the Liquidation Trust for the benefit of the Liquidation Trust Beneficiaries.

(b) For all federal income tax purposes, all parties (including the KWK Trustee and the Liquidation Trust Beneficiaries) shall treat the transfer of the Liquidation Trust Assets to the Liquidation Trust for the benefit of the Liquidation Trust Beneficiaries, whether the Claims are Allowed on or after the Effective Date, as (i) a transfer of the Liquidation Trust Assets (subject to any obligations relating to those assets) directly to the class of Liquidation Trust Beneficiaries to which such assets relate, followed by (ii) the transfer by each such class of Liquidation Trust Beneficiaries to the Liquidation Trust of the Liquidation Trust Assets (other than the Liquidation Trust Assets allocable to any disputed ownership fund) in exchange for beneficial interests in the Liquidation Trust to which such assets relate. The Liquidation Trust shall be considered two separate grantor trusts for U.S. federal income tax purposes, one trust for the benefit of the Second Lien Liquidation Trust Beneficiaries and one trust for the benefit of the Unsecured Liquidation Trust Beneficiaries. Accordingly, each of the Second Lien Liquidation Trust Beneficiaries and the Unsecured Liquidation Trust Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective shares of the Liquidation Trust Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

3.2 Funding the Liquidation Trust. On the Effective Date, the Debtors shall deposit into a segregated Liquidation Trust account Cash in the amount of \$[____] million (which amount would otherwise be payable to the holders of Allowed Second Lien Secured Claims as part of the Second Lien Plan Consideration) to fund the operations of the Liquidation Trust.

3.3 Valuation of Assets. As soon as possible after the Effective Date, the KWK Trustee shall make a good-faith valuation of the Liquidation Trust Assets, and such valuation shall be made available from time to time, in writing, to the Liquidation Trust Beneficiaries and shall be used consistently by all parties (including, without limitation the KWK Trustee and the Liquidation Trust Beneficiaries) for all federal income tax purposes. In connection with the preparation of the valuation contemplated by the Plan and the Liquidation Trust Agreement, the Liquidation Trust shall be entitled to retain such professionals and advisors as the Liquidation Trust shall determine to be appropriate or necessary, and the KWK Trustee shall take such other actions in connection therewith as it determines to be appropriate or necessary. The Liquidation Trust shall bear all of the reasonable costs and expenses incurred in connection with determining such value, including the fees and expenses of any professionals retained in connection therewith.

3.5 Powers. The powers of the KWK Trustee shall, without any further Bankruptcy Court approval, but subject to the direction and oversight of the Trust Advisory Board (except

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with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims) and the Unsecured Advisory Group (solely with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims) and as limited by the Plan and this Agreement, include the authority:

1. to receive, manage, invest, supervise, protect, and liquidate the Liquidation Trust Assets, withdraw and make distributions from and pay taxes and other obligations owed by the Liquidation Trust from funds held by the KWK Trustee and/or the Liquidation Trust in accordance with the Plan, as long as such management is consistent with the Liquidating Trust's status as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and which actions are merely incidental to its liquidation and dissolution;
2. to execute, deliver, file, and record such contracts, instruments, releases, indentures, certificates, and other agreements or documents, and take such actions, as it may deem to be reasonably necessary or appropriate to effectuate and implement the terms and conditions of the Plan;
3. to calculate and implement distributions of the Liquidation Trust Assets contemplated by the Plan and in accordance with the interests of the Liquidation Trust Beneficiaries and to make distributions in accordance with the Plan;
4. to object to, prosecute objections to, compromise and settle Disputed Claims and causes of action on behalf of or against the Liquidation Trust in accordance with Section 3.6 hereof in accordance with the interest of the applicable Liquidation Trust Beneficiaries;
5. to vote any Claim or interest held by the Liquidation Trust in a case under the Bankruptcy Code and receive any distribution therefrom for the benefit of the Liquidation Trust;
6. to protect and enforce the rights to the Liquidation Trust Assets vested in the Liquidation Trust by this Agreement by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;
7. to compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise resolve or settle, in accordance with the terms hereof, claims in favor of or against the Liquidation Trust as the Liquidation Trust shall deem advisable;
8. to determine and satisfy any and all liabilities created, incurred or assumed by the Liquidation Trust;

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9. to file, if necessary, any and all tax and information returns with respect to the Liquidation Trust and pay taxes properly payable by the Liquidation Trust, if any;
10. prepare and file (or cause to be prepared and filed), on behalf of the Debtors, all other tax returns required to be filed or that the Liquidating Trustee otherwise deems appropriate;
11. request any appropriate tax determination, including, without limitation, a determination pursuant to Section 505 of the Bankruptcy Code;
12. to pay all reasonable expenses and make all other payments relating to the Liquidation Trust Assets;
13. to obtain insurance coverage with respect to the liabilities and obligations of the KWK Trustee and the Liquidation Trust (in the form of an errors and omissions policy, fiduciary policy or otherwise);
14. to obtain insurance coverage with respect to real and personal property which may become Liquidation Trust Assets, if any;
15. to retain and pay such law firms as counsel to the Liquidation Trust to aid the prosecution of any claims that constitute the Liquidation Trust Assets, and to perform such other functions relating thereto as may be appropriate;
16. to retain and pay a public accounting firm to perform such reviews and/or audits of the financial books and records of the Liquidation Trust as may be appropriate in the KWK Trustee's reasonable discretion or otherwise required hereby, and to prepare and file any tax returns or informational returns for the Liquidation Trust. The KWK Trustee may commit the Liquidation Trust to, and the Liquidation Trust shall pay, such accounting firm's reasonable compensation for services rendered and expenses incurred;
17. to retain and pay such third parties, including, without limitation, one or more paying agents, as the KWK Trustee may deem necessary or appropriate to assist the Liquidation Trust in carrying out its powers and duties under this Agreement. The KWK Trustee may commit the Liquidation Trust to and shall pay all such Persons compensation for services rendered and expenses incurred, as well as commit the Liquidation Trust to indemnify any such parties in connection with the performance of services;
18. to invest any moneys held as part of the Liquidation Trust Assets in accordance with the terms of Section 2.6(b) hereof;
19. in the event that either of the separate pools of assets held by the Liquidation Trust shall fail or cease to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), to take any and all necessary actions

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as it shall deem appropriate to have such assets treated as held by an entity classified as a partnership for federal tax purposes; and

20. to exercise such other powers as may be vested in or assumed by the Liquidation Trust or the KWK Trustee pursuant to the Plan, Bankruptcy Court order or as may be necessary and proper to carry out the provisions of the Plan.

Subject to (i) the direction and oversight of the Trust Advisory Board (except with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims) or the Unsecured Advisory Group (solely with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims), and (ii) express provisions of this Agreement and the Plan, the KWK Trustee shall have absolute discretion to pursue or not to pursue any and all claims, rights, or causes of action, or defenses as it determines is in the best interests of the applicable Liquidation Trust Beneficiaries and consistent with the purposes of the Liquidation Trust, and shall have no liability for the outcome of its decision. The KWK Trustee may incur any reasonable and necessary expenses in liquidating and converting the Liquidation Trust Assets to Cash. Neither the KWK Trustee nor its successors or assigns shall fund or be obligated to fund (whether directly or indirectly) the costs of pursuing any Claim. No person dealing with the Liquidation Trust shall be obligated to inquire into the authority of the KWK Trustee in connection with the protection, conservation or disposition of Liquidation Trust Assets.

3.6 Prosecution of Liquidation Trust Causes of Action.

(a) Authority to Prosecute and Settle Liquidation Trust Causes of Action. After the Effective Date, only the KWK Trustee shall have the authority to maintain, prosecute, settle, dismiss, abandon, or otherwise dispose of the Liquidation Trust Causes of Action. The KWK Trustee may enter into and consummate settlements and compromises of the assets of the Liquidation Trust Causes of Action without notice to or approval by the Bankruptcy Court.

(b) Standard of Conduct. The KWK Trustee shall, with respect to the Second Lien Liquidation Trust Assets (including in prosecuting and settling any Liquidation Trust Cause of Action (other than Liquidation Trust Causes of Action that consist of defenses or counterclaims to a Distributable General Unsecured Claim) contained therein), act in the best interests of the Second Lien Liquidation Trust Beneficiaries and in good faith with respect to the Unsecured Liquidation Trust Beneficiaries and (ii) with respect to the Unsecured Liquidation Trust Assets (including in prosecuting and settling any Liquidation Trust Causes of Action that consist of defenses or counterclaims to Distributable General Unsecured Claims) and the Claims reconciliation process with respect to Distributable General Unsecured Claims, act in the best interests of the Unsecured Liquidation Trust Beneficiaries and in good faith with respect to the Second Lien Liquidation Trust Beneficiaries. In settling any Liquidation Trust Cause of Action that is a Second Lien Liquidation Trust Asset, the KWK Trustee shall consult with the Unsecured Advisory Group.

(c) Estimation of Claims. With respect to Claims to receive distributions from the Liquidation Trust, including Allowed Fee Claims, Allowed Administrative Expense Claims,

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Allowed U.S. Trustee Fees, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, and Allowed First Liens Claims (if applicable), the KWK Trustee, may at any time request that the Bankruptcy Court estimate any contingent Claim, unliquidated Claim or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether any of the Debtors or any other Person previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent Claim, unliquidated Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the KWK Trustee may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

3.7 Rights of Debtors. The Debtors shall have no Claim to or right or interest in, whether direct, residual, contingent or otherwise, in the Liquidation Trust Assets once such assets have been transferred to the Liquidation Trust.

ARTICLE IV **LIQUIDATION TRUST BENEFICIARIES**

4.1 Rights of Beneficiaries. Each Liquidation Trust Beneficiary will be entitled to participate in the rights due to a Liquidation Trust Beneficiary hereunder. Each Liquidation Trust Beneficiary shall take and hold its uncertificated beneficial interest subject to all of the terms and provisions of this Agreement, the Confirmation Order, and the Plan. The interest of a Liquidation Trust Beneficiary in the Liquidation Trust is in all respects personal property, and the death, insolvency, or incapacity of an individual Beneficiary, shall not terminate or affect the validity of this Agreement. A Liquidation Trust Beneficiary shall have no title to, right to, possession of, management of, or control of, the Liquidation Trust Assets except as herein expressly provided. No surviving spouse, heir or devisee of any deceased Liquidation Trust Beneficiary shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the Liquidation Trust Assets, but the whole title to all the Liquidation Trust Assets shall be vested in the KWK Trustee and the sole interest of the Liquidation Trust Beneficiaries shall be the rights and benefits given to such persons under this Agreement.

4.2 Limit on Transfer of Interests of Beneficiaries. The interest of the Liquidation Trust Beneficiaries in the Liquidation Trust, which are reflected only on the records of the Liquidation Trust maintained by the KWK Trustee, are not negotiable and shall not be transferable except: (a) pursuant to applicable laws of descent and distribution (in the case of a

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deceased individual Liquidation Trust Beneficiary) or (b) by operation of law. The KWK Trustee shall not be required to record any transfer in favor of any transferee who, in the sole discretion of the KWK Trustee, is or might be construed to be ambiguous, or to create uncertainty as to the holder of the interest in the Liquidation Trust. Until a transfer is in fact recorded on the books and records maintained by the KWK Trustee for the purpose of identifying Liquidation Trust Beneficiaries, the KWK Trustee, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications to Liquidation Trust Beneficiaries, as though it has no notice of any such transfer, and in so doing the KWK Trustee shall be fully protected and incur no liability to any purported transferee or any other Person.

4.3 Identification of Beneficiaries. In order to determine the actual names, addresses, and tax identification numbers of the Liquidation Trust Beneficiaries, the KWK Trustee shall be entitled to conclusively rely on the names, address, and tax identification numbers set forth in the Debtors' Schedules, filed proofs of claim, or other register of beneficial holders created by the applicable agent or trustee. Each Liquidation Trust Beneficiary shall furnish in writing its name, address, and tax identification number to the KWK Trustee within thirty (30) days of a written request from the KWK Trustee. In the event that any such Liquidation Trust Beneficiary fails to provide the information required by the preceding sentence within one year of such request, the Claim of such holder shall be discharged and forever barred; provided, however, that any such distributions shall be redistributed to other Liquidation Trust Beneficiaries in accordance with this Agreement. Each distribution by the KWK Trustee to the Liquidation Trust Beneficiaries shall be made in accordance with the terms set forth in the Plan, any order of the Bankruptcy Court, and this Agreement. In the event of any inconsistency between the Plan and this Agreement, the terms of this Agreement shall govern.

ARTICLE V

PURPOSE, AUTHORITY, LIMITATIONS AND DISTRIBUTIONS

5.1 Purpose of the Liquidation Trust. The Liquidation Trust shall be established for the sole purpose of liquidating, administering and distributing its assets, in accordance with Treasury Regulation Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business and shall engage only in activities reasonably necessary to, and consistent with, the liquidating purpose of the Liquidation Trust. Accordingly, the KWK Trustee, in an expeditious but orderly manner, shall liquidate and convert to cash the Liquidation Trust Assets, make timely distributions and not unduly prolong the duration of the Liquidation Trust. The liquidation of the Liquidation Trust Assets may be accomplished either through the prosecution, compromise and settlement, abandonment or dismissal of any or all Claims, rights, Causes of Action, or otherwise. The Liquidation Trust shall not be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth in the Plan or in this Agreement.

5.2 Books and Records. The KWK Trustee shall maintain, in respect of the Liquidation Trust estate and the Liquidation Trust Beneficiaries and all others to receive distributions under this Agreement, books and records relating to the assets and income of the Liquidation Trust and the payment of expenses of, and liabilities of, claims against or assumed

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by, the Liquidation Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof in accordance with Article VIII hereof and to comply with applicable provisions of law, provided that separate books and records shall be maintained with respect to the Second Lien Liquidation Trust Assets and the Unsecured Liquidation Trust Assets. Except as provided in Section 8.1 hereof, nothing in this Agreement requires the KWK Trustee to file any accounting or seek approval of any court with respect to the administration of the Liquidation Trust, or as a condition for making any payment or distribution out of the Liquidation Trust Assets. Liquidation Trust Beneficiaries shall have the right upon thirty (30) days' prior written notice delivered to the KWK Trustee to inspect such books and records, that relate to the assets for which such Liquidation Trust Beneficiary is a beneficiary, provided that, if so requested, such Liquidation Trust Beneficiary shall have entered into a confidentiality agreement satisfactory in form and substance to the KWK Trustee.

5.3 Payment of Distribution Amounts. At least annually, the KWK Trustee shall make distributions to the applicable Liquidation Trust Beneficiaries of all Cash on hand from the Liquidation Trust Assets that relate to such Liquidation Trust Beneficiaries, in accordance with this Agreement (including any Cash received from the Debtors on the Effective Date, and treating as Cash for purposes of this section any permitted investments under the Plan), except such amounts (i) that are reserved for and payable to Allowed Fee Claims, Allowed Administrative Expense Claims, Allowed U.S. Trustee Fees, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, and Allowed First Liens Claims (if applicable), (ii) that would be distributable to a holder of a Disputed Claim if such Disputed Claim had been Allowed prior to the time of such distribution (but only until such Claim is resolved), (iii) that are reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Liquidation Trust during liquidation, (iv) that are necessary to pay reasonable expenses of the Liquidation Trust (including, but not limited to, any taxes imposed on the Liquidation Trust or in respect of its assets), and (v) that are necessary to satisfy other liabilities incurred by the Liquidation Trust in accordance with the Plan or this Agreement.

5.4 Payment of Compensation of KWK Trustee. The KWK Trustee may pay the compensation of the KWK Trustee and other costs and expenses of the Liquidation Trust before approving or making distributions to or for the Liquidation Trust Beneficiaries.

5.5 Administration of Distributions.

(a) Manner of Payment. At the option of the KWK Trustee, any Cash payment to be made hereunder may be made by a check or wire transfer.

(b) Interest on Claims. Unless otherwise specifically provided for in the Plan or the Confirmation Order, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on or after the Commencement Date on any Claim. Unless otherwise specifically provided for in the Plan or the Confirmation Order, interest shall not accrue or be paid upon any Claim in respect of the period from the Commencement Date to the date a final distribution is made thereon if and after such Claim becomes an Allowed Claim.

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(c) Setoffs and Recoupment.

The KWK Trustee may, but shall not be required to, setoff against or recoup from any Claim any Claims of any nature whatsoever that the KWK Trustee may have against the claimant, provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the KWK Trustee or their respective successors of any such Claim it may have against such claimant.

(d) Unclaimed Distributions. In the event that any distribution to any Liquidation Trust Beneficiary is returned as undeliverable, the KWK Trustee shall use commercially reasonable efforts to determine the current address of such Liquidation Trust Beneficiary, but no distribution to such Liquidation Trust Beneficiary shall be made unless and until the KWK Trustee has determined the then-current address of such Liquidation Trust Beneficiary, at which time such distribution shall be made to such Liquidation Trust Beneficiary without interest; provided that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall be returned by the KWK Trustee to, and shall revert to the Liquidation Trust and the Claim of any Liquidation Trust Beneficiary to such property or interest in property shall be discharged and forever barred; provided, however, that unclaimed distributions made by the KWK Trustee shall be redistributed in accordance with the priorities set forth in the Plan and this Agreement.

(e) Compliance with Laws. Any and all distributions of Liquidation Trust Assets shall be in compliance with applicable laws, including but not limited to, applicable federal and state securities and tax laws.

(f) Abandonment. With the approval of the Trust Advisory Board (or, with respect to the Unsecured Liquidation Trust Assets, the Unsecured Advisory Group), the KWK Trustee may abandon in any commercially reasonable manner (including abandonment or donation to a charitable organization of the KWK Trustee's choice) any property that the KWK Trustee reasonably concludes is of no benefit to the applicable Liquidation Trust Beneficiaries.

5.6 Periodic Evaluation.

(a) Claims Analysis. On the first anniversary of the Effective Date, and every six (6) months thereafter, the KWK Trustee shall (a) with respect to each Claim or cause of action held by the Liquidation Trust (i) estimate the potential recovery relating to such Claim or cause of action, (ii) estimate the cost to the Liquidation Trust to achieve such result, and (iii) estimate the time required to obtain such a result and (b) prepare a report to the Trust Advisory Board and Unsecured Advisory Group containing such information. The Trust Advisory Board or Unsecured Advisory Group, as applicable, shall instruct the KWK Trustee to settle or abandon those Claims or causes of action which, in the sole discretion of the Trust Advisory Board or Unsecured Advisory Group, as applicable, are no longer economical to pursue.

(b) Claims Reconciliation Process. Every six (6) months after the Effective Date, the KWK Trustee shall prepare a report to the Unsecured Advisory Group containing an update with respect to the Claims reconciliation process with respect to Distributable General Unsecured Claims.

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ARTICLE VI
TRUST ADVISORY BOARD

6.1 Trust Advisory Board.

(a) The Trust Advisory Board shall be comprised of three members initially selected by the Second Lien Agent. The Trust Advisory Board shall have the authority and responsibility to oversee, review, and guide the activities and performance of the Liquidation Trust (except with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims) and shall have the authority to remove the KWK Trustee for any reason, [in consultation] with [the consent of] the Unsecured Advisory Group. Without limiting the foregoing, in addition to the other powers and duties of the Trust Advisory Board set forth separately in the Plan or this Agreement, the Trust Advisory Board shall have the authority at any meeting of the Trust Advisory Board to (i) make any determination in accordance with this Agreement with respect to or restriction on the use or disposition of Second Lien Liquidation Trust Assets, (ii) make any determination with respect to (x) the compensation of the KWK Trustee for its services rendered under this Agreement and the Plan or (y) the reimbursement of expenses incurred by the KWK Trustee in performing its duties under this Agreement and the Plan; and (iii) vote with respect to an amendment of this Agreement pursuant to Section 10.1 of this Agreement. The KWK Trustee shall consult with and provide information to the Trust Advisory Board.

(b) Notwithstanding anything in this Article VI, the Trust Advisory Board shall not take any action which will cause the Liquidation Trust to fail to qualify as one or more “liquidating trusts” for U.S. federal income tax purposes.

6.2 Manner of Acting.

(a) A majority of the total number of members of the Trust Advisory Board then in office shall constitute a quorum for the transaction of business at any meeting of the Trust Advisory Board. The affirmative vote of a majority of the members of the Trust Advisory Board present at a meeting at which a quorum is present shall be the act of the Trust Advisory Board except as otherwise required by law or as provided in this Agreement. Any or all of the members of the Trust Advisory Board may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the Trust Advisory Board participating in a meeting by this means is deemed to be present in person at the meeting.

(b) Any member of the Trust Advisory Board who is present at a meeting of the Trust Advisory Board when action is taken is deemed to have assented to the action taken unless: (i) such member of the Trust Advisory Board objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or transacting business at the meeting; or (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice of his/her dissent or abstention to the Trust Advisory Board before its adjournment. The right of dissent or abstention is not available to any member of the Trust

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Advisory Board who votes in favor of the action taken.

6.3 Trust Advisory Board's Action Without a Meeting. Any action required or permitted to be taken by the Trust Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Trust Advisory Board as evidenced by one or more written consents describing the action taken, signed by the Trust Advisory Board and filed with the minutes or proceedings of the Trust Advisory Board.

6.4 Tenure, Removal, and Replacement of the members of the Trust Advisory Board. The authority of the members of the Trust Advisory Board will be effective as of the Effective Date and will remain and continue in full force and effect until the Liquidation Trust is dissolved in accordance with Section 9.1. The service of the members of the Trust Advisory Board will be subject to the following:

(a) The members of the Trust Advisory Board will serve until death or resignation pursuant to subsection (b) below, or removal pursuant to subsection (c) below;

(b) A member of the Trust Advisory Board may resign at any time by providing a written notice of resignation to the remaining members of the Trust Advisory Board. Such resignation will be effective when a successor is appointed as provided herein;

(c) The members of the Trust Advisory Board may be removed, and in the event of a vacancy in such member's position (whether by removal, death or resignation) a new member may be appointed, by the unanimous vote of the remaining members of the Trust Advisory Board. The appointment of a successor member of the Trust Advisory Board will be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which notice will include the name, address, and telephone number of the successor member of the Trust Advisory Board;

(d) Immediately upon appointment of any successor member of the Trust Advisory Board, all rights, powers, duties, authority, and privileges of the predecessor member of the Trust Advisory Board hereunder will be vested in and undertaken by the successor member of the Trust Advisory Board without any further act; and the successor member of the Trust Advisory Board will not be liable personally for any act or omission of the predecessor member of the Trust Advisory Board.

6.5 Out-of-Pocket Expenses. Each member of the Trust Advisory Board shall be entitled to reimbursement by the KWK Trustee from the Second Lien Liquidation Trust Assets for actual, reasonable out-of-pocket fees and expenses incurred in their capacity as a member of the Trust Advisory Board (which shall not include legal or other professional advisors). Except as provided for in this Section 6.5, the members of the Trust Advisory Board shall not be entitled to receive any other form of compensation.

6.6 Liability of Trust Advisory Board. Except as otherwise specifically provided herein, the members of the Trust Advisory Board shall not be held personally liable for any claim asserted against any such Person, the Liquidation Trust, the KWK Trustee, the KWK Trustee's employees, the Liquidation Trust's employees, or any of the KWK Trustee's or Liquidation Trust's professionals or representatives. Without limiting the generality of the

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foregoing, the members of the Trust Advisory Board shall not be liable for any error of judgment made in good faith, or with respect to any action taken or omitted to be taken in good faith, except to the extent that the action taken or omitted to be taken by is determined by a Final Order of the Bankruptcy Court to be due to their own respective intentional breach of this Agreement, gross negligence, or willful misconduct.

6.7 Exculpation; Indemnification. The members of the Trust Advisory Board shall be and hereby are exculpated by all Persons, from any and all claims, causes of action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such members of the Trust Advisory Board by the Plan, this Agreement, or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law or otherwise, except for actions or omissions to act that are determined by Final Order of the Bankruptcy Court to be due to their own respective intentional breach of this Agreement, gross negligence, or willful misconduct after the Effective Date. No Liquidation Trust Beneficiary or other party in interest will have or be permitted to pursue any claim or cause of action against the members of the Trust Advisory Board for making or authorizing payments in accordance with the Plan or for implementing the provisions of the Plan. To the fullest extent permitted by applicable law, the Liquidation Trust shall, from the Second Lien Liquidation Trust Assets, (i) indemnify, defend, and hold harmless the members of the Trust Advisory Board from and against any and all of their actions or inactions in their capacities as such, except for actions or inactions involving willful misconduct or gross negligence and (ii) reimburse the members of the Trust Advisory Board for fees and expenses incurred in defending any and all of their respective actions or inactions in their capacities as such, except for actions or inactions involving willful misconduct or gross negligence. Any action taken or omitted to be taken with the express approval of the Bankruptcy Court will conclusively be deemed not to constitute gross negligence or willful misconduct.

ARTICLE VII

SUCCESSOR KWK TRUSTEE

7.1 Resignation. The KWK Trustee may resign by giving not less than ninety (90) days prior written notice thereof to the Trust Advisory Board and Unsecured Advisory Group.

7.2 Removal. The KWK Trustee may be removed upon the unanimous vote of the Trust Advisory Board, [in consultation] with [the consent of] the Unsecured Advisory Group, with or without cause. Any removal of the KWK Trustee shall become effective on such date as may be specified by the Trust Advisory Board. In the event of the removal of the KWK Trustee, the KWK Trustee shall be entitled to immediate payment of all compensation earned by the KWK Trustee through and including the date of such removal.

7.3 Acceptance of Appointment by Successor KWK Trustee. Any successor KWK Trustee shall be appointed by the Trust Advisory Board, with the consent of the Unsecured Advisory Group, by an acknowledged written instrument delivered to the successor KWK

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Trustee, or if the Trust Advisory Board fails to timely appoint such successor, the Bankruptcy Court. Any successor KWK Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such acceptance with the Liquidation Trust records. Thereupon, such successor KWK Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of his predecessor in the Liquidation Trust with like effect as if originally named herein; provided, however, that a removed or resigning KWK Trustee shall, nevertheless, when requested in writing by the successor KWK Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor KWK Trustee under the Liquidation Trust all the estates, properties, rights, powers, and trusts of such predecessor KWK Trustee.

ARTICLE VIII TAX MATTERS

8.1 Tax Reporting.

(a) Tax Returns and Statements. The KWK Trustee shall file tax returns for the Liquidation Trust treating the Liquidation Trust as two separate grantor trusts pursuant to Treasury Regulation section 1.671-4(a) and in accordance with this Section 8.1 and Section 9.10 of the Plan, one trust for the benefit of the Second Lien Liquidation Trust Beneficiaries and one trust for the benefit of the Unsecured Liquidation Trust Beneficiaries. The KWK Trustee also will annually send to each Liquidation Trust Beneficiary a separate statement setting forth the Liquidation Trust Beneficiary's share of items of income, gain, loss, deduction or credit (including the receipts and expenditures of the Liquidation Trust) as relevant for U.S. federal income tax purposes and will instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holder's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns. The KWK Trustee shall also file (or cause to be filed) any other statement, return or disclosure relating to the Liquidation Trust that is required by any governmental unit.

(b) Allocations of Liquidation Trust Taxable Income. Subject to the provisions of Section 8.2(a) hereof, allocations of Liquidation Trust taxable income among the Liquidation Trust Beneficiaries shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (without regard to any restrictions on distributions described herein) if, immediately prior to such deemed distribution, the Liquidation Trust had distributed all its assets (valued at their tax book value) to the appropriate class of Liquidation Trust Beneficiaries, in each case up to the tax book value of the assets treated as contributed by the Liquidation Trust Beneficiaries, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Liquidation Trust. Taxable loss of the Liquidation Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the Liquidation Trust Assets. The tax book value of the Liquidation Trust Assets for this purpose shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable tax regulations, and other applicable administrative and judicial authorities and pronouncements.

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(c) Payment of Taxes. The KWK Trustee shall be responsible for payments, out of the Second Lien Liquidation Trust Assets [or the Unsecured Liquidation Trust Assets, as applicable,] of any taxes imposed on the trust or its assets including any Disputed Claims reserve with respect to Liquidation Trust Assets. In the event, and to the extent, any Cash retained on account of Disputed Claims in a Disputed Claims reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the KWK Trustee as a result of the resolutions of such Disputed Claims; provided, however, that any taxes that reduce distributions pursuant to the foregoing clauses (i) and (ii) shall, for all purposes of this Agreement, be treated as amounts distributed to those holders of Claims whose distributions are so reduced.

8.2 Tax Treatment of Disputed Claims Reserve. Subject to contrary definitive guidance from the Internal Revenue Service or a court of competent jurisdiction (including the receipt by the KWK Trustee of a private letter ruling if the KWK Trustee so requests, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the KWK Trustee), the KWK Trustee may (A) timely elect to treat any Disputed Claims reserve as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 and (B) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the KWK Trustee and the Liquidation Trust Beneficiaries) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing.

8.3 Withholding. The KWK Trustee may withhold from amounts otherwise distributable to any entity any and all amounts, determined in the KWK Trustee’s sole discretion, required by the Liquidation Trust Agreement, any law, regulation, rule, ruling, directive, treaty, or other governmental requirement. Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such holder by any governmental unit, including income, withholding and other tax obligations, on account of such distribution. Any party issuing any instrument or making any distribution under the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations and, if any party issuing any instrument or making any distribution under the Plan fails to withhold with respect to any such holder’s distribution, and is later held liable for the amount of such withholding, the holder shall reimburse such party. The KWK Trustee may require, as a condition to the receipt of a distribution, that the holder complete the appropriate Form W-8 or Form W-9, as applicable to each holder. If the holder fails to comply with such a request within 180 days, such distribution shall be deemed an unclaimed distribution and treated in accordance with Section 5.5(e) of this Agreement.

8.4 Valuation. The valuation of the Liquidation Trust Assets prepared pursuant to Section 9.4 of the Plan (including for this purpose the value of the Unsecured Liquidation Trust

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Assets) shall be used consistently by all parties (including the KWK Trustee and the appropriate class of Liquidation Trust Beneficiaries) for all federal income tax purposes.

8.5 Expedited Determination of Taxes. The KWK Trustee may request an expedited determination of taxes of the Debtors or the Liquidation Trust, including any Disputed Claims reserve, under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Debtors or the Liquidation Trust for all taxable periods through the dissolution of the Liquidation Trust.

ARTICLE IX DISSOLUTION

9.1 Dissolution of Liquidation Trust. The Liquidation Trust shall be dissolved, in accordance with this section and at such time as (i) all of the Liquidation Trust Assets have been distributed pursuant to the Plan and this Agreement, (ii) the KWK Trustee determines that the administration of any remaining Liquidation Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the KWK Trustee under the Plan and this Agreement have been made; provided, however, that in no event shall the Liquidation Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court determines that a fixed period extension (not to exceed two (2) years, including any prior extensions) is necessary to facilitate or complete the recovery and liquidation of the Liquidation Trust Assets. If at any time the KWK Trustee determines, in reliance upon such professionals as the KWK Trustee may retain, that the expense of administering the Liquidation Trust so as to make a final distribution to the Liquidation Trust Beneficiaries is likely to exceed the value of the remaining Liquidation Trust Assets, the KWK Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve the Liquidation Trust, (ii) donate any balance to a charitable organization (A) described in section 501(c)(3) of the Tax Code, (B) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (C) not a “private foundation” as defined in section 509(a) of the Tax Code, and (D) that is unrelated to the Debtors, the Liquidation Trust, and any insider of the KWK Trustee, and (iii) dissolve the Liquidation Trust.

ARTICLE X AMENDMENT AND WAIVER

10.1 Amendment; Waiver.

(a) The KWK Trustee, with the prior approval of the majority of the members of the Trust Advisory Board [and upon the consent of the Unsecured Advisory Group], may amend, supplement, or waive any provision of this Agreement without notice to or the consent of any Liquidation Trust Beneficiary or the approval of the Bankruptcy Court: (i) to cure any ambiguity, omission, defect or inconsistency in this Agreement; provided, that such amendments, supplements or waivers shall not adversely affect the distributions to be made under this Agreement to any of the Liquidation Trust Beneficiaries, or adversely affect the U.S. federal income tax status of the Liquidation Trust as a “liquidating trust”; (ii) to comply with any requirements in connection with the U.S. Federal income tax status of the Liquidation Trust as two separate “liquidating trusts”; (iii) to comply with any requirements in connection with

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maintaining that the Liquidation Trust is not subject to registration or reporting requirements of the Exchange Act, or the Investment Company Act; (iv) to make the Liquidation Trust a reporting entity and, in such event, to comply with or seek relief from any requirements in connection with satisfying the registration or reporting requirements of the Exchange Act or the Investment Company Act; and (v) to evidence and provide for the acceptance of appointment hereunder by a successor trustee in accordance with the terms of this Agreement and the Plan.

(b) Any substantive provision of this Agreement may be amended or waived by the KWK Trustee, subject to the prior approval of a majority of the members of the Trust Advisory Board, and upon consent of the Unsecured Advisory Group, with the approval of the Bankruptcy Court upon notice and an opportunity for a hearing; provided, however, that no change may be made to this Agreement that would adversely affect the distributions to be made under this Agreement to any of the Liquidation Trust Beneficiaries, or adversely affect the U.S. Federal income tax status of the Liquidation Trust as two separate “liquidating trusts.” Notwithstanding this Section 10.1, any amendments to this Agreement shall not be inconsistent with the purpose and intention of the Liquidation Trust to liquidate in an expeditious but orderly manner the Liquidation Trust Assets in accordance with Treasury Regulation Section 301.7701-4(d).

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Intention of Parties to Establish Grantor Trust. This Agreement is intended to create two grantor trusts with respect to the Liquidation Trust Beneficiaries for United States federal income tax purposes, one trust for the benefit of the Second Lien Liquidation Trust Beneficiaries and one trust for the benefit of the Unsecured Liquidation Trust Beneficiaries, and, to the extent provided by law, shall be governed and construed in all respects as separate grantor trusts with respect to the Liquidation Trust Beneficiaries.

11.2 Preservation of Privilege. In connection with the Liquidation Trust Causes of Action, any applicable privilege or immunity of the Debtors (or Debtors), including but not limited to any attorney-client privilege or work-product privilege attaching to any documents or communications (whether written or oral), and all defenses, claims, counterclaims, and rights of setoff or recoupment shall vest in the Liquidation Trust and may be asserted by the KWK Trustee. Notwithstanding the Debtors’ providing any privileged information to the KWK Trustee, the Liquidation Trust, or any party or person associated with the Liquidation Trust, such privileged information shall remain privileged. The Liquidation Trust shall have no right to waive the attorney-client privilege, work product, or other protection or immunity of any information received from the Debtors. The Debtors retain the right to waive their own privileges or immunities.

11.3 Debtors’ Cooperation and Supply of Information and Documentation. Upon written request from the KWK Trustee, the Debtors shall provide commercially reasonable cooperation, and shall supply at the Liquidation Trust’s sole expense and subject to confidentiality protections reasonably acceptable to the Debtors, all reasonable information, books, records, and documentation, to the KWK Trustee that is required to promptly, diligently, and effectively evaluate, file, prosecute, and settle the Liquidation Trust Causes of Action.

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Additionally, upon request by the KWK Trustee, the Debtors shall use commercially reasonable efforts to make available personnel with information relevant to the Liquidation Trust Causes of Actions.

11.4 Prevailing Party. If the KWK Trustee or the Liquidation Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Agreement or the enforcement thereof, the KWK Trustee or the Liquidation Trust, as the case may be, shall be entitled to collect any and all costs, expenses, and fees, including attorneys' fees, from the nonprevailing party incurred in connection with such dispute or enforcement action.

11.5 Laws as to Construction. This Agreement shall be governed by and construed in accordance with the laws of the [State of New York], without giving effect to rules governing the conflict of law which would require the application of the law of another jurisdiction. In the event of any conflict between the terms of this Agreement and the Plan, the Plan shall control. To the maximum extent allowed by law, the Bankruptcy Court shall have exclusive jurisdiction of matters arising out of or in connection with this Agreement.

11.6 Severability. If any provision of this Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.7 Notices. Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the person for whom such notice is intended at such address as set forth below or such other address as filed with the Bankruptcy Court:

If to the Trust Advisory Board, the Unsecured Advisory Group, or the KWK Trustee:

If to the KWK Trustee, then to:

[_____]

[_____]

[_____]

Attn: [_____]

If to Members of the Trust Advisory Board, then to each of:

[_____]

[_____]

[_____]

[_____]

[_____]

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[_____]
[_____]
[_____]

[_____]
[_____]
[_____]
[_____]

If to Members of the Unsecured Advisory Group, then to each of:

[_____]
[_____]
[_____]
[_____]

[_____]
[_____]
[_____]
[_____]

[_____]
[_____]
[_____]
[_____]

11.8 Notices if to a Liquidation Trust Beneficiary. Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the person for whom such notice is intended to the name and address set forth in the case of a Liquidation Trust Beneficiary, on the Debtors' Schedules or such Liquidation Trust Beneficiary's proof of claim, such other notice filed with the Bankruptcy Court and the Liquidation Trust or such other means reasonably calculated to apprise the Liquidation Trust Beneficiary.

11.9 Headings. The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

11.10 Actions Taken on Other Than Business Day. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

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ARTICLE XII

UNSECURED ADVISORY GROUP

12.1 Unsecured Advisory Group

(a) The Unsecured Advisory Group shall be comprised of [] members initially selected by the Creditors' Committee. The Unsecured Advisory Group shall have the authority and responsibility to oversee, review, and guide the activities and performance of the Liquidation Trust solely with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims. Without limiting the foregoing, in addition to the other powers and duties of the Unsecured Advisory Group set forth separately in the Plan or this Agreement, the Unsecured Advisory Group shall have the authority at any meeting of the Unsecured Advisory Group, in each case solely with respect to the Unsecured Liquidation Trust Assets and the Claims reconciliation process with respect to Distributable General Unsecured Claims, to (i) make any determination in accordance with this Agreement with respect to or restriction on the use or disposition of Unsecured Liquidation Trust Assets[,] [and] (ii) [make any determination with respect to (x) the compensation of the KWK Trustee for its services rendered under this Agreement and the Plan and payable from the Unsecured Liquidation Trust Assets or (y) the reimbursement of expenses incurred by the KWK Trustee in performing its duties under this Agreement and the Plan and payable from the Unsecured Liquidation Trust Assets; and (iii)]vote with respect to an amendment of this Agreement pursuant to Section 10.1 of this Agreement. The KWK Trustee shall consult with and provide information to the Unsecured Advisory Group.

(b) Notwithstanding anything in this Article XII, the Unsecured Advisory Group shall not take any action which will cause the Liquidation Trust to fail to qualify as two separate "liquidating trusts" for U.S. federal income tax purposes.

12.2 Manner of Acting.

(a) A majority of the total number of members of the Unsecured Advisory Group then in office shall constitute a quorum for the transaction of business at any meeting of the Unsecured Advisory Group. The affirmative vote of a majority of the members of the Unsecured Advisory Group present at a meeting at which a quorum is present shall be the act of the Unsecured Advisory Group except as otherwise required by law or as provided in this Agreement. Any or all of the members of the Unsecured Advisory Group may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the Unsecured Advisory Group participating in a meeting by this means is deemed to be present in person at the meeting.

(b) Any member of the Unsecured Advisory Group who is present at a meeting of the Unsecured Advisory Group when action is taken is deemed to have assented to the action taken unless: (i) such member of the Unsecured Advisory Group objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or transacting business at the meeting; or (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or

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(iii) he/she delivers written notice of his/her dissent or abstention to the Unsecured Advisory Group before its adjournment. The right of dissent or abstention is not available to any member of the Unsecured Advisory Group who votes in favor of the action taken.

12.3 Unsecured Advisory Group's Action Without a Meeting. Any action required or permitted to be taken by the Unsecured Advisory Group at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Unsecured Advisory Group as evidenced by one or more written consents describing the action taken, signed by the Unsecured Advisory Group and filed with the minutes or proceedings of the Unsecured Advisory Group.

12.4 Tenure, Removal, and Replacement of the members of the Unsecured Advisory Group. The authority of the members of the Unsecured Advisory Group will be effective as of the Effective Date and will remain and continue in full force and effect until the Liquidation Trust is dissolved in accordance with Section 9.1. The service of the members of the Unsecured Advisory Group will be subject to the following:

(a) The members of the Unsecured Advisory Group will serve until death or resignation pursuant to subsection (b) below, or removal pursuant to subsection (c) below;

(b) A member of the Unsecured Advisory Group may resign at any time by providing a written notice of resignation to the remaining members of the Unsecured Advisory Group. Such resignation will be effective when a successor is appointed as provided herein;

(c) The members of the Unsecured Advisory Group may be removed, and in the event of a vacancy in such member's position (whether by removal, death or resignation) a new member may be appointed, by the unanimous vote of the remaining members of the Unsecured Advisory Group. The appointment of a successor member of the Unsecured Advisory Group will be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which notice will include the name, address, and telephone number of the successor member of the Unsecured Advisory Group;

(d) Immediately upon appointment of any successor member of the Unsecured Advisory Group, all rights, powers, duties, authority, and privileges of the predecessor member of the Unsecured Advisory Group hereunder will be vested in and undertaken by the successor member of the Unsecured Advisory Group without any further act; and the successor member of the Unsecured Advisory Group will not be liable personally for any act or omission of the predecessor member of the Unsecured Advisory Group.

12.5 Out-of-Pocket Expenses. Each member of the Unsecured Advisory Group shall be entitled to reimbursement by the KWK Trustee from [Unsecured] [Second Lien] Liquidation Trust Assets for actual, reasonable out-of-pocket fees and expenses incurred in their capacity as a member of the Unsecured Advisory Group (which shall not include legal or other professional advisors). Except as provided for in this Section 12.5, the members of the Unsecured Advisory Group shall not be entitled to receive any other form of compensation.

12.6 Liability of Unsecured Advisory Group. Except as otherwise specifically

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provided herein, the members of the Unsecured Advisory Group shall not be held personally liable for any claim asserted against any such Person, the Liquidation Trust, the KWK Trustee, the KWK Trustee's employees, the Liquidation Trust's employees, or any of the KWK Trustee's or Liquidation Trust's professionals or representatives. Without limiting the generality of the foregoing, the members of the Unsecured Advisory Group shall not be liable for any error of judgment made in good faith, or with respect to any action taken or omitted to be taken in good faith, except to the extent that the action taken or omitted to be taken by is determined by a Final Order of the Bankruptcy Court to be due to their own respective intentional breach of this Agreement, gross negligence, or willful misconduct.

12.7 Exculpation; Indemnification. The members of the Unsecured Advisory Group shall be and hereby are exculpated by all Persons, from any and all claims, causes of action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such members of the Unsecured Advisory Group by the Plan, this Agreement, or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law or otherwise, except for actions or omissions to act that are determined by Final Order of the Bankruptcy Court to be due to their own respective intentional breach of this Agreement, gross negligence, or willful misconduct after the Effective Date. No Liquidation Trust Beneficiary or other party in interest will have or be permitted to pursue any claim or cause of action against the members of the Unsecured Advisory Group for making or authorizing payments in accordance with the Plan or for implementing the provisions of the Plan. To the fullest extent permitted by applicable law, the Liquidation Trust shall[, from the Unsecured Liquidation Trust Assets] (i) indemnify, defend, and hold harmless the members of the Unsecured Advisory Group from and against any and all of their actions or inactions in their capacities as such, except for actions or inactions involving willful misconduct or gross negligence and (ii) reimburse the members of the Unsecured Advisory Group for fees and expenses incurred in defending any and all of their respective actions or inactions in their capacities as such, except for actions or inactions involving willful misconduct or gross negligence. Any action taken or omitted to be taken with the express approval of the Bankruptcy Court will conclusively be deemed not to constitute gross negligence or willful misconduct.

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IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as the date of the first above written.

Quicksilver Resources, Inc., on behalf of itself and its debtor affiliates

By: _____
Name: _____

[_____], KWK Trustee

By: _____
Name: _____

Exhibit B

Schedule of Assumed Contracts and Leases

Exhibit B
Schedule of Assumed Contracts and Leases

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
1	Confidentiality Agreement	Quicksilver Resources Inc.	1027628 B.C. Ltd.	02/04/16	Non-Disclosure and Confidentiality Agreement	\$0.00
2	Confidentiality Agreement	Quicksilver Resources Inc.	128 Gainful Venure LTD	12/09/15	Confidentiality and Non-Disclosure Agreement	\$0.00
3	Confidentiality Agreement	Quicksilver Resources Inc.	Airstar Consulting ENVIRON International Corporation	04/26/13	BLM sponsored development of Williston Basin in ND and MO; Environ requested air quality data from operator (QRI) for purpose of creating inventory/report	\$0.00
4	Non-Disclosure Agreement	Quicksilver Resources Inc.	Akin Gump Strauss Hauer & Feld LLP Blackstone Advisory Partners, L.P.	02/13/15	Confidentiality Agreement	\$0.00
5	Confidentiality Agreement	Quicksilver Resources Inc.	Akin Gump Strauss Hauer & Feld LLP General Information Technology, Inc.	12/29/14	Disclosure of certain information about QRI that is non-public, confidential or proprietary in nature(including oral communications and/or confidential information, memoranda and and/or presentations)	\$0.00
6	Confidentiality Agreement	Quicksilver Resources Inc.	Akin Gump Strauss Hauer & Feld LLP Warburg Pincus LLC	10/31/14	Disclosure of certain information about QRI that is non-public, confidential or proprietary in nature(including oral communications and/or confidential information, memoranda and and/or presentations)	\$0.00
7	Confidentiality Agreement	Quicksilver Resources Inc.	Amasia Holdings LLC	12/17/14	Disclosure of certain information about QRI that is non-public, confidential or proprietary in nature(including oral communications and/or confidential information, memoranda and and/or presentations)	\$0.00
8	Confidentiality Agreement	Quicksilver Resources Inc.	Ampport Group Limited	12/15/15	Non-Disclosure and Confidentiality Agreement	\$0.00
9	Confidentiality Agreement	Quicksilver Resources Inc.	APC Integrity Engineering Ltd	10/01/15	Confidentiality and Non-Disclosure Agreement	\$0.00
10	Confidentiality Agreement	Quicksilver Resources Inc.	Aruba Petroleum Inc	10/13/15	Confidentiality and Non-Disclosure Agreement	\$0.00
11	Insurance Related Agreement	Quicksilver Resources Inc.	Ascende, Inc.	10/29/13	Business Associate Agreement	\$0.00
12	Confidentiality Agreement	Quicksilver Resources Inc.	ASK, LLP	05/08/16	Non-Disclosure and Confidentiality Agreement	\$0.00
13	Confidentiality Agreement	Quicksilver Resources Inc.	Atlas Resources Partners Holdings Llc	10/01/15	Confidentiality and Non-Disclosure Agreement	\$0.00

* The contracts, agreements, and leases listed on this exhibit may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppels, certificates, letters or other documents, instruments, and agreements that may not be listed on the exhibit. Consistent with Bankruptcy Code section 365, each agreement listed on the exhibit includes all amendments, supplements, restatements, and revisions thereto even to the extent not expressly stated herein.

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Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
14	Confidentiality Agreement	Quicksilver Resources Inc.	Avascent International, LLC Bengal Expeditionary Partners LLC Quicksilver Resources Canada Inc.	04/01/13	Parties contemporaneously executed Consulting Agmt concerning LNG facility in BC, Canada; Consult Agmt end term is 3/31/15 then continues month-to-month until either party terminates	\$0.00
15	Confidentiality Agreement	Quicksilver Resources Inc.	Axiom Oil and Gas Inc	09/30/15	Confidentiality and Non-Disclosure Agreement	\$0.00
16	Consulting Agreement	Quicksilver Resources Inc.	Baker, Virginia	05/03/16	Consulting Agreement	\$0.00
17	Banking Services	Quicksilver Resources Inc.	Bank of Texas	03/04/15	Account Agreement	\$0.00
18	Banking Services	Quicksilver Resources Inc.	Bank of Texas	03/04/15	Account Agreement	\$0.00
19	Banking Services	Quicksilver Resources Inc.	Bank of Texas	03/04/15	Account Agreement	\$0.00
20	Banking Services	Quicksilver Resources Inc.	Bank of Texas	03/04/15	Account Agreement	\$0.00
21	Banking Services	Quicksilver Resources Inc.	Bank of Texas, N.A.	05/25/10	Account Agreement	\$0.00
22	Lease - Non-Residential Realty	Quicksilver Resources Inc.	Behringer Harvard Burnett Plaza, LP Behringer Harvard REIT I, Inc.	04/05/10	OFFICE LEASE EXECUTED APRIL 5, 2010, BETWEEN BEHRINGER HARVARD BURNETT PLAZA LP (LANDLORD) AND QRI (TENANT) FOR OFFICE SPACE IN BURNETT PLAZA LOCATED AT 801 CHERRY STREET, FT WORTH, TX. LEASE AGREEMENT INCLUDES FIRST RIGHT OF REFUSAL ON ADDITIONAL FLOORS AS SPACE BECOMES AVAILABLE	\$0.00
23	Service Agreement	Quicksilver Resources Inc.	Bennett Jones LLP	07/17/15	Service Agreement and Acknowledgement in Calgary, Alberta, Canada	\$0.00
24	Confidentiality Agreement	Quicksilver Resources Inc.	Berkeley Research Group LLC	06/01/15	Confidentiality Agreement	\$0.00
25	Consulting Agreement	Quicksilver Resources Inc.	Bernard, Karen	05/12/16	Consulting Agreement	\$0.00
26	MSA	Quicksilver Resources Inc.	Bill Roten Electric Company	10/03/11	Services-Contractors - Electrical	\$0.00
27	Confidentiality Agreement	Quicksilver Resources Inc.	Biotor Corporation	10/01/15	Non-Disclosure and Confidentiality Agreement	\$0.00
28	Confidentiality Agreement	Quicksilver Resources Inc.	Black Mountain Exploration LLC		Information Access Agreement	\$0.00
29	Consulting Agreement	Quicksilver Resources Inc.	Blake, Kendra	07/13/16	Consulting Agreement	\$0.00
30	Confidentiality Agreement	Quicksilver Resources Inc.	Blue Sky Power Holdings Limited	01/15/16	Non-Disclosure and Confidentiality Agreement	\$0.00

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Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
31	Assignment Agreement	Cowtown Gas Processing L.P. Cowtown Pipeline L.P. Quicksilver Resources Inc.	BlueStone Natural Resources II, LLC	04/06/16	Assumption Agreement	\$0.00
32	Miscellaneous Agreement	Quicksilver Resources Inc.	BlueStone Natural Resources II, LLC	03/17/16	Furniture Agreement	\$0.00
33	Confidentiality Agreement	Quicksilver Resources Inc.	BlueStone Natural Resources II, LLC	10/07/15	Confidentiality and Non-Disclosure Agreement	\$0.00
34	Banking Services	Quicksilver Resources Inc.	BlueStone Natural Resources II, LLC Citibank, N.A.	04/06/16	Citi Escrow Agent Custody Agreement	\$0.00
35	Assignment Agreement	Cowtown Gas Processing L.P. Cowtown Pipeline L.P. Quicksilver Resources Inc.	BlueStone Natural Resources II, LLC Cowtown Pipeline Partners LP Crestwood Midstream Partners LP	04/06/16	Closing Agreement	\$0.00
36	Listing Agreement	Quicksilver Resources Inc.	Bobby Norris Farm and Ranch Realty, LLC	06/22/16	Farm and Ranch Real Estate Listing Agreement Exclusive Right to Sell	\$0.00
37	Confidentiality Agreement	Quicksilver Resources Inc.	Bonterra Energy Corp	10/16/15	Confidentiality and Non-Disclosure Agreement	\$0.00
38	Consulting Agreement	Quicksilver Resources Inc.	Bowers, Carl	04/16/16	Consulting Agreement	\$0.00
39	Confidentiality Agreement	Quicksilver Resources Inc.	Boxer Property Management Corporation	10/05/15	Confidentiality and Non-Disclosure Agreement	\$0.00
40	Confidentiality Agreement	Quicksilver Resources Inc.	Broadway Oil & Gas LLC	10/02/15	Non-Disclosure and Confidentiality Agreement	\$0.00
41	Consulting Agreement	Quicksilver Resources Inc.	Burger, Nathan	04/01/16	Consulting Agreement	\$0.00
42	Confidentiality Agreement	Quicksilver Resources Inc.	Burnett Foundation Kelly, Hart & Hallman LLP Kimbell Art Foundation	04/18/11	Investor group evaluating mineral/royalty interest at "Alliance Saratoga Lease" area	\$0.00
43	Confidentiality Agreement	Quicksilver Resources Inc.	C Group Energy Inc	01/13/15	Disclosure of certain information about QRI that is non-public, confidential or proprietary in nature(including oral communications and/or confidential information, memoranda and and/or presentations)	\$0.00
44	Confidentiality Agreement	Quicksilver Resources Inc.	Caird Energy LLC	11/09/15	Confidentiality and Non-Disclosure Agreement	\$0.00
45	Confidentiality Agreement	Quicksilver Resources Inc.	Caledonian Royalty Corporation	10/06/15	Confidentiality and Non-Disclosure Agreement	\$0.00
46	Confidentiality Agreement	Quicksilver Resources Inc.	Canada Asia Business Network Ltd Quicksilver Resources Canada Inc.	11/14/13	Possible transaction concerning QRI interests in Horn River Basin of BC, Canada including construction of LNG facility	\$0.00
47	Consulting Agreement	Quicksilver Resources Inc.	Cannon, Kelly	06/01/16	Consulting Agreement	\$0.00

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Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
48	Confidentiality Agreement	Quicksilver Resources Inc.	Canstone Energy Ltd	10/02/15	Confidentiality and Non-Disclosure Agreement	\$0.00
49	Confidentiality Agreement	Quicksilver Resources Inc.	Capstone Advisory Group Llc	03/30/15	Confidentiality and Non-Disclosure Agreement	\$0.00
50	Insurance Related Agreement	Quicksilver Resources Inc.	Caremark PCS Health, L.L.C.	01/01/12	Participating Group Prescription Benefit Services Agreement	\$0.00
51	Confidentiality Agreement	Quicksilver Resources Inc.	Central Global Resources Ulc	10/30/15	Confidentiality and Non-Disclosure Agreement	\$0.00
52	IT Services Agreement	Quicksilver Resources Inc.	Ceridian Corporation Ceridian Recruiting Solutions, Inc.	02/29/08	Agreement for Products and Services	\$0.00
53	Confidentiality Agreement	Quicksilver Resources Inc.	Chesapeake Midstream Operating LLC	09/15/11	QRI might become vendor to Chesapeake	\$0.00
54	Insurance Related Agreement	Quicksilver Resources Inc.	CIGNA Health and Life Insurance Company	01/01/12	Administrative Services Only Agreement	\$0.00
55	Insurance Related Agreement	Quicksilver Resources Inc.	CIGNA Health and Life Insurance Company Gerber Life Insurance Company Stop Loss Insurance Services, Inc.	01/01/15	Stop Loss Confidentiality Agreement	\$0.00
56	Consulting Agreement	Quicksilver Resources Inc.	Cindy Keister		Consulting Agreement	\$0.00
57	Confidentiality Agreement	Quicksilver Resources Inc.	City of Campbell River	10/14/15	Confidentiality and Non-Disclosure Agreement	\$0.00
58	Letter Agreement	Quicksilver Resources Inc.	Cowtown Gas Processing Partners LP Cowtown Pipeline Partners LP Crestwood Midstream Partners LP	04/06/16	Letter Agreement	\$0.00
59	Consulting Agreement	Quicksilver Resources Inc.	Cox, Kelly	04/29/16	Consulting Agreement	\$0.00
60	Confidentiality Agreement	Quicksilver Resources Inc.	Credit Suisse Loan Funding LLC	01/07/16	Non-Disclosure and Confidentiality Agreement	\$0.00
61	Non-Disclosure Agreement	Quicksilver Resources Inc.	Crestwood Midstream Partners LP	01/13/14	Confidentiality Agreement	\$0.00
62	Confidentiality Agreement	Quicksilver Resources Inc.	Crimson Energy Partners IV Llc	10/19/15	Confidentiality and Non-Disclosure Agreement	\$0.00
63	Consulting Agreement	Quicksilver Resources Inc.	Cryer, Camille	06/01/16	Consulting Agreement	\$0.00
64	Consulting Agreement	Quicksilver Resources Inc.	Dana Zenor		Consulting Agreement	\$0.00
65	Consulting Agreement	Quicksilver Resources Inc.	Daniel, Mitzi	07/13/16	Consulting Agreement	\$0.00
66	Confidentiality Agreement	Quicksilver Resources Inc.	Dell Inc.	01/25/05	Standard Non-Disclosure Agreement	\$0.00
67	Consulting Agreement	Quicksilver Resources Inc.	Deloitte Transactions and Business Analytics LLP	09/22/14	Engagement Letter re: Strategic Alternatives Services	\$0.00
68	Service Agreement	Quicksilver Resources Inc.	DocVue LLC		Agreement 01292261 for professional services to move DV7x to DV10	\$0.00

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Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
69	Confidentiality Agreement	Quicksilver Resources Inc.	Domestic Energy Partners, LP	02/25/16	Non-Disclosure and Confidentiality Agreement	\$0.00
70	Confidentiality Agreement	Quicksilver Resources Inc.	Double Diamond Energy	12/08/15	Confidentiality and Non-Disclosure Agreement	\$0.00
71	Confidentiality Agreement	Quicksilver Resources Inc.	Drivetrain Llc	09/30/15	Confidentiality Agreement	\$0.00
72	Confidentiality Agreement	Quicksilver Resources Inc.	EGI-Fund B, LLC	01/08/16	Non-Disclosure and Confidentiality Agreement	\$0.00
73	Confidentiality Agreement	Quicksilver Resources Inc.	Ember Resources Inc	10/29/15	Confidentiality and Non-Disclosure Agreement	\$0.00
74	Confidentiality Agreement	Quicksilver Resources Inc.	Enbridge G & P (North Texas) L.P.	03/17/15	Non-Disclosure Agreement	\$0.00
75	Confidentiality Agreement	Quicksilver Resources Inc.	Endurance Energy Ltd	10/08/15	Confidentiality and Non-Disclosure Agreement	\$0.00
76	Confidentiality Agreement	Quicksilver Resources Inc.	EnergyQuest II Llc	10/27/15	Confidentiality and Non-Disclosure Agreement	\$0.00
77	Confidentiality Agreement	Quicksilver Resources Inc.	ENI Petroleum US LLC ENI US Operating Co. Inc.	11/03/09	Evaluations of possible transactions	\$0.00
78	Confidentiality Agreement	Quicksilver Resources Inc.	EnLink Midstream Operating, L.P.	03/18/15	Non-Disclosure Agreement	\$0.00
79	Confidentiality Agreement	Quicksilver Resources Inc.	EOG Resources Inc		Confidentiality Agreement	\$0.00
80	Confidentiality Agreement	Quicksilver Resources Inc.	Eos Management Lp	10/21/15	Confidentiality and Non-Disclosure Agreement	\$0.00
81	Confidentiality Agreement	Quicksilver Resources Inc.	Five States Energy Capital Fund 2 Llc	11/20/15	Confidentiality and Non-Disclosure Agreement	\$0.00
82	Confidentiality Agreement	Quicksilver Resources Inc.	Fortuna Resources Llc	09/16/15	Confidentiality and Non-Disclosure Agreement	\$0.00
83	IT Services Agreement	Quicksilver Resources Inc.	Full Circle Systems, LLC	02/02/12	Consulting Services Agreement	\$0.00
84	Confidentiality Agreement	Quicksilver Resources Inc.	GGG Holdings, Ltd.	04/11/13	Evaluation of Mexico project--gas supply to MGI Supply Ltd. in Mexico	\$0.00
85	Consulting Agreement	Quicksilver Resources Inc.	GlobeProbe, LLC	05/03/16	Consulting Agreement	\$0.00
86	Confidentiality Agreement	Quicksilver Resources Inc.	Greenland Energy Group Co., Ltd Quicksilver Resources Canada Inc.	11/14/13	Possible transaction concerning QRI interests in Horn River Basin of BC, Canada including construction of LNG facility	\$0.00
87	Confidentiality Agreement	Quicksilver Resources Inc.	HIG Middle Market LLC	10/30/15	Confidentiality and Non-Disclosure Agreement	\$0.00
88	Confidentiality Agreement	Quicksilver Resources Inc.	Hillwood Energy Texas Lp	10/12/15	Confidentiality and Non-Disclosure Agreement	\$0.00
89	Confidentiality Agreement	Quicksilver Resources Inc.	Holland Acquisitions Inc DBA Holland Services	06/24/15	Confidentiality Agreement	\$0.00

Exhibit B
Schedule of Assumed Contracts and Leases

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
90	Confidentiality Agreement	Quicksilver Resources Inc.	Hosanna & Global Resources Energy Corp.	02/15/16	Non-Disclosure and Confidentiality Agreement	\$0.00
91	Confidentiality Agreement	Quicksilver Resources Inc.	Houlihan Lokey Financial Advisors, Inc.	07/13/11	Financial advisor and/or investment banking capacity on behalf of QRI	\$0.00
92	Consulting Agreement	Quicksilver Resources Inc.	Imboden, Joshua	04/01/16	Consulting Agreement	\$0.00
93	Indemnity Agreement	Quicksilver Resources Inc.	IndemCo L.P. US Specialty Insurance Company	10/17/03	Payment and Indemnity Agreement	\$0.00
94	Confidentiality Agreement	Quicksilver Resources Inc.	Integro	03/13/15	Non-Disclosure and Confidentiality Agreement	\$0.00
95	Confidentiality Agreement	Quicksilver Resources Inc.	Ironshore Holdings (US) Inc.	04/27/10	Provided confidential information for insurance quote-Open End	\$0.00
96	Consulting Agreement	Quicksilver Resources Inc.	Jacky Thomasson		Consulting Agreement	\$0.00
97	Confidentiality Agreement	Quicksilver Resources Inc.	JK Petroleum Inc	09/30/15	Confidentiality and Non-Disclosure Agreement	\$0.00
98	Banking Services	Quicksilver Resources Inc.	JPMorganChase	04/08/08	U.S. (Domestic) Cash Concentration Products Service Agreement (Multi-Entity)	\$0.00
99	Confidentiality Agreement	Quicksilver Resources Inc.	Just Freehold Eney Corp	12/01/15	Confidentiality and Non-Disclosure Agreement	\$0.00
100	Confidentiality Agreement	Quicksilver Resources Inc.	JVKellyGroup, Inc.	11/05/09	JVKellyGroup to compare and validate 2nd party's supplier list against D&B database	\$0.00
101	Confidentiality Agreement	Quicksilver Resources Inc.	Kailas Energy Corp	02/11/16	Non-Disclosure and Confidentiality Agreement	\$0.00
102	Confidentiality Agreement	Quicksilver Resources Inc.	Kelso & Company	11/12/14	Disclosure of certain information about QRI that is non-public, confidential or proprietary in nature(including oral communications and/or confidential information, memoranda and and/or presentations)	\$0.00
103	Confidentiality Agreement	Quicksilver Resources Inc.	Keppel Oil & Gas Pte. Ltd. Keppel Ship Yard Limited Quicksilver Resources Canada Inc.	07/15/14	Possible transaction concerning managing feed gas supply and LNG off-take at LNG facility at Campbell River, BC site	\$0.00
104	Confidentiality Agreement	Quicksilver Resources Inc.	Killam Oil Co Ltd	10/12/15	Confidentiality and Non-Disclosure Agreement	\$0.00
105	Confidentiality Agreement	Quicksilver Resources Inc.	KJ Energy LLC		Confidentiality and Non-Disclosure Agreement	\$0.00
106	Consulting Agreement	Quicksilver Resources Inc.	Knippenberg, Amy	04/16/16	Consulting Agreement	\$0.00
107	Confidentiality Agreement	Quicksilver Resources Inc.	Kohlberg Kravis Roberts & Co LP		Confidentiality and Non-Disclosure Agreement	\$0.00
108	Consulting Agreement	Quicksilver Resources Inc.	KPMG LLP	02/12/15	Engagement Letter	\$0.00

Exhibit B
Schedule of Assumed Contracts and Leases

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
109	Consulting Agreement	Quicksilver Resources Inc.	KPMG LLP	07/16/15	Engagement Letter: re 2015 Tax Compliance and Tax Consulting Services	\$0.00
110	Engagement Agreement	Quicksilver Resources Inc.	KPMG LLP	03/02/16	Engagement Letter: re 2015 ENI and TG partnership returns	\$0.00
111	Engagement Agreement	Quicksilver Resources Inc.	KPMG LLP	11/23/15	Engagement Letter: re 2015 Federal Tax Returns	\$0.00
112	License Agreement	Quicksilver Resources Inc.	Kroll Ontrack	06/14/16	Software License Order for Hosted Erase	\$0.00
113	Confidentiality Agreement	Quicksilver Resources Inc.	KT Energy Corporation		Confidentiality and Non-Disclosure Agreement	\$0.00
114	Confidentiality Agreement	Quicksilver Resources Inc.	Landis Rath & Cobb LLP		Confidentiality and Non-Disclosure Agreement	\$0.00
115	Consulting Agreement	Quicksilver Resources Inc.	Larkins, Pete	05/12/16	Consulting Agreement	\$0.00
116	Confidentiality Agreement	Quicksilver Resources Inc.	Legacy Operating Company LLC	10/27/14	Disclosure of certain information about QRI that is non-public, confidential or proprietary in nature(including oral communications and/or confidential information, memoranda and and/or presentations)	\$0.00
117	Confidentiality Agreement	Quicksilver Resources Inc.	Leonard Enterprises		Confidentiality and Non-Disclosure Agreement	\$0.00
118	Consulting Agreement	Quicksilver Resources Inc.	Leslie H Flores	11/06/15	Master Consulting Agreement	\$0.00
119	Consulting Agreement	Quicksilver Resources Inc.	Liberatore, Lisa	05/03/16	Consulting Agreement	\$0.00
120	Confidentiality Agreement	Quicksilver Resources Inc.	LKW Holdings Ltd		Confidentiality and Non-Disclosure Agreement	\$0.00
121	Confidentiality Agreement	Quicksilver Resources Inc.	Logen Asset Management LP		Confidentiality and Non-Disclosure Agreement	\$0.00
122	Confidentiality Agreement	Quicksilver Resources Inc.	Marlin Energy Resources, LLC	09/29/15	Confidentiality and Non-Disclosure Agreement	\$0.00
123	Confidentiality Agreement	Quicksilver Resources Inc.	MECO IV, LLC	11/03/15	Confidentiality and Non-Disclosure Agreement	\$0.00
124	Confidentiality Agreement	Quicksilver Resources Inc.	Meridian Compensation Partners, LLC	10/30/14	Non-Disclosure Agreement	\$0.00
125	Confidentiality Agreement	Quicksilver Resources Inc.	Mi2 Energy Inc.	10/21/15	Confidentiality and Non-Disclosure Agreement	\$0.00
126	Non-Disclosure Agreement	Quicksilver Resources Inc.	Michael McGovern	02/19/13	Confidentiality Agreement	\$0.00
127	IT Services Agreement	Quicksilver Resources Inc.	Microsoft Corporation	09/04/14	Select Plus Agreement	\$0.00

Exhibit B
Schedule of Assumed Contracts and Leases

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
128	IT Services Agreement	Quicksilver Resources Inc.	Microsoft Corporation Microsoft Licensing, GP	04/23/10	Select Agreement	\$0.00
129	IT Services Agreement	Quicksilver Resources Inc.	Microsoft Corporation Microsoft Licensing, GP	06/14/07	Enterprise Agreement	\$0.00
130	IT Services Agreement	Quicksilver Resources Inc.	Microsoft Corporation Microsoft Licensing, GP	06/14/07	Business and Services Agreement	\$0.00
131	IT Services Agreement	Quicksilver Resources Inc.	Microsoft Licensing, GP	05/07/13	Enterprise Agreement	\$0.00
132	Confidentiality Agreement	Quicksilver Resources Inc.	Midstream Canada Ltd.	11/27/15	Confidentiality and Non-Disclosure Agreement	\$0.00
133	Confidentiality Agreement	Quicksilver Resources Inc.	MIE Holdings Corporation	11/24/15	Confidentiality and Non-Disclosure Agreement	\$0.00
134	Confidentiality Agreement	Quicksilver Resources Inc.	Miller and Thomson Inc	10/12/15	Confidentiality and Non-Disclosure Agreement	\$0.00
135	Benefit Agreement	Quicksilver Resources Inc.	Milliman, Inc.	08/23/07	Retirement Plan Services Agreement	\$0.00
136	Confidentiality Agreement	Quicksilver Resources Inc.	Mitsui & Co., Ltd.; TEPCO	08/01/13	Possible transaction concerning LNG facility in BC (Discovery Downstream Project and Offtake); Horseshoe Canyon Acknowledgement Ltr (11/15/13)	\$0.00
137	Confidentiality Agreement	Quicksilver Resources Inc.	Moelis & Company LLC	04/02/15	Confidentiality Agreement	\$0.00
138	Confidentiality Agreement	Quicksilver Resources Inc.	Monarch Alternative Capital Lp	09/11/15	Confidentiality Agreement	\$0.00
139	Confidentiality Agreement	Quicksilver Resources Inc.	Native American Resource Partners, LLC	10/14/15	Confidentiality and Non-Disclosure Agreement	\$0.00
140	Confidentiality Agreement	Quicksilver Resources Inc.	Newark E&P Operating, LLC	10/21/15	Confidentiality and Non-Disclosure Agreement	\$0.00
141	Confidentiality Agreement	Quicksilver Resources Inc.	Nexen Energy ULC	10/09/15	Confidentiality and Non-Disclosure Agreement	\$0.00
142	Confidentiality Agreement	Quicksilver Resources Inc.	Nexen Energy ULC	10/16/14	Possible transaction involving Company's assets located in the HRB, British Columbia, Canada	\$0.00
143	Confidentiality Agreement	Quicksilver Resources Inc.	Niagara Worldwide, LLC	01/04/16	Non-Disclosure and Confidentiality Agreement	\$0.00
144	Confidentiality Agreement	Quicksilver Resources Inc.	Northglory Pte. Ltd. Quicksilver Resources Canada Inc.	09/04/14	Possible transaction - participation in BC LNG Downstream project and offtake LNG project and possible acquisition of some of QRI interests in HRB and Horseshoe Canyon	\$0.00
145	Assignment Agreement	Cowtown Gas Processing L.P. Cowtown Pipeline L.P. Quicksilver Resources Inc.	NTU Pipeline, LLC	04/06/16	Assumption Agreement	\$0.00
146	Confidentiality Agreement	Quicksilver Resources Inc.	Oaktree Capital Management, L.P.	09/11/15	Confidentiality Agreement	\$0.00

Exhibit B
Schedule of Assumed Contracts and Leases

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
147	Consulting Agreement	Quicksilver Resources Inc.	O'Brien, Patrick	04/01/16	Consulting Agreement	\$0.00
148	Confidentiality Agreement	Quicksilver Resources Inc.	Oil and Gas Commission	04/02/13	Possible transaction concerning LNG facility on Vancouver Island (Discovery Project)	\$0.00
149	Confidentiality Agreement	Quicksilver Resources Inc.	Oncor Electric Delivery Company LLC	11/29/12	Possible relationship whereby QRI would provide electricity necessary to operate possible facility (Alliance area, Ft. Worth, TX)	\$0.00
150	Confidentiality Agreement	Quicksilver Resources Inc.	OppenheimerFunds, Inc.	09/11/15	Confidentiality Agreement	\$0.00
151	Service Agreement	Quicksilver Resources Inc.	P2ES Holdings, LLC	10/30/15	Service Agreement for IT/Software Services	\$0.00
152	Confidentiality Agreement	Quicksilver Resources Inc.	Pacific Northwest Fertilizer Inc	10/05/15	Confidentiality and Non-Disclosure Agreement	\$0.00
153	Consulting Agreement	Quicksilver Resources Inc.	Page, Stan CSB6 Investments LLC	07/01/16	Consulting Agreement	\$0.00
154	Confidentiality Agreement	Quicksilver Resources Inc.	Pamplona Capital Management LLC	10/20/15	Confidentiality and Non-Disclosure Agreement	\$0.00
155	Confidentiality Agreement	Quicksilver Resources Inc.	Panning Capital Mangement, LP	09/11/15	Confidentiality Agreement	\$0.00
156	Consulting Agreement	Quicksilver Resources Inc.	Parkhurst, Doug	04/16/16	Consulting Agreement	\$0.00
157	Confidentiality Agreement	Quicksilver Resources Inc.	Patriot Compressor Parts, LLC	09/30/15	Confidentiality and Non-Disclosure Agreement	\$0.00
158	Confidentiality Agreement	Quicksilver Resources Inc.	Paul, Weiss, Rifkind, Wharton & Garrison LLP	03/31/15	Confidentiality Agreement	\$0.00
159	Confidentiality Agreement	Quicksilver Resources Inc.	PayRock Energy, LLC	10/29/15	Confidentiality and Non-Disclosure Agreement	\$0.00
160	Non-Disclosure Agreement	Quicksilver Resources Inc.	Peabody Energy Corporation	07/18/11	Confidentiality Agreement	\$0.00
161	Confidentiality Agreement	Quicksilver Resources Inc.	Periscope Resources, LLC	11/12/15	Confidentiality and Non-Disclosure Agreement	\$0.00
162	Confidentiality Agreement	Quicksilver Resources Inc.	Permian Crude Transport, LP	09/02/15	Confidentiality Agreement	\$0.00
163	Confidentiality Agreement	Quicksilver Resources Inc.	Pine Cliff Energy Ltd	10/01/15	Confidentiality and Non-Disclosure Agreement	\$0.00
164	Confidentiality Agreement	Quicksilver Resources Inc.	PPM America, Inc.	09/11/15	Confidentiality Agreement	\$0.00
165	Confidentiality Agreement	Quicksilver Resources Inc.	Praxair, Inc.	02/21/12	Possible business partnership regarding sourcing/supply of CO2 to oil fields in Montana and N. Dakota	\$0.00
166	Confidentiality Agreement	Quicksilver Resources Inc.	Prestige Group of Companies	12/14/15	Non-Disclosure and Confidentiality Agreement	\$0.00
167	Confidentiality Agreement	Quicksilver Resources Inc.	Prosperity Investments, LLC	10/06/15	Non-Disclosure and Confidentiality Agreement	\$0.00

Exhibit B
Schedule of Assumed Contracts and Leases

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
168	Confidentiality Agreement	Quicksilver Resources Inc.	Quicksilver Board of Directors	04/01/15	Common Interest Privilege and Confidentiality Agreement	\$0.00
169	Notes & Securities Agreement	Quicksilver Resources Inc.	Quicksilver Resources Canada Inc.	10/08/10	Letter Agreement regarding Global Intercompany Note	\$0.00
170	Confidentiality Agreement	Quicksilver Resources Inc.	Quicksilver Resources Canada Inc. Quicksilver Resources Canada, Inc. Toho Gas Co., Ltd. Tokyo Electric Power Company, Incorporated	07/09/13	Possible transaction concerning LNG facility in BC (Discovery Project-Downstream)	\$0.00
171	Confidentiality Agreement	Quicksilver Resources Inc.	Quicksilver Resources Canada Inc. Shinfox Energy International Inc.	07/11/14	Possible transaction concerning QRI interests in Horn River Basin of BC, Canada including construction of LNG facility	\$0.00
172	Confidentiality Agreement	Quicksilver Resources Inc.	Quicksilver Resources Canada Inc. The Chugoku Electric Power Co, Inc Tokyo Electric Power Company, Inc	06/26/13	Possible transaction concerning LNG facility in BC (Discovery Project-Downstream)	\$0.00
173	Confidentiality Agreement	Quicksilver Resources Inc.	Quicksilver Resources Canada Inc. Xinjiang Guanghui Petroleum Co., Ltd.	09/30/14	Possible transaction: project in BC, Canada involving LNG, offtake of LNG, and potential acquisition of some or all of KWK's equity or property interests located in the HRB and Horseshoe Canyon	\$0.00
174	Confidentiality Agreement	Quicksilver Resources Inc.	RAM Exp & Prod, LLC	11/19/15	Non-Disclosure and Confidentiality Agreement	\$0.00
175	Confidentiality Agreement	Quicksilver Resources Inc.	Ray Partners Inc.	07/07/14	MUTUAL NON-DISCLOSURE AGMT -- Part of employee search	\$0.00
176	Confidentiality Agreement	Quicksilver Resources Inc.	Relic Mineral Fund, LLC	11/11/15	Non-Disclosure and Confidentiality Agreement	\$0.00
177	Confidentiality Agreement	Quicksilver Resources Inc.	Reservoir Capital Group, L.L.C.	11/13/15	Non-Disclosure and Confidentiality Agreement	\$0.00
178	Consulting Agreement	Quicksilver Resources Inc.	Rich, Clayton	05/12/16	Consulting Agreement	\$0.00
179	Non-Disclosure Agreement	Quicksilver Resources Inc.	Rio Midstream Partners, LLC	08/25/14	Confidentiality Agreement	\$0.00
180	Indemnity Agreement	Quicksilver Resources Inc.	RLI Indemnity Company RLI Insurance Company	06/07/07	Indemnity Agreement	\$0.00
181	Bond Agreement	Quicksilver Resources Inc.	RLI Insurance Company	09/08/08	Performance Bond - RLB0012064 - Tarrant County, TX	\$0.00
182	Bond Agreement	Quicksilver Resources Inc.	RLI Insurance Company	08/01/06	Blanket Performance Bond - RLB0007852 - Harris County, TX	\$0.00
183	Bond Agreement	Quicksilver Resources Inc.	RLI Insurance Company	05/04/03	Non-Resident Employers' Surety Bond No. RLB0005499	\$0.00
184	Bond Agreement	Cowtown Pipeline L.P.	RLI Insurance Company	08/12/04	Blanket Performance Bond	\$0.00
185	Bond Agreement	Quicksilver Resources Inc.	RLI Insurance Company	03/10/11	Performance Bond	\$0.00
186	Bond Agreement	Quicksilver Resources Inc.	RLI Insurance Company	03/10/11	Performance Bond	\$0.00

Exhibit B
Schedule of Assumed Contracts and Leases

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
187	Confidentiality Agreement	Quicksilver Resources Inc.	Saddle Operating, LLC	10/01/15	Non-Disclosure and Confidentiality Agreement	\$0.00
188	Bond Agreement	Quicksilver Resources Inc.	Safeco Insurance Company of America US Dept. of the Interior Bureau of Indian Affairs	09/15/82	Bond No. 4385434	\$0.00
189	Confidentiality Agreement	Quicksilver Resources Inc.	Sanchez Oil & Gas Corporation	09/28/15	Non-Disclosure and Confidentiality Agreement	\$0.00
190	IT Services Agreement	Quicksilver Resources Inc.	SAP America, Inc.	12/15/09	Software License Agreement	\$0.00
191	Confidentiality Agreement	Quicksilver Resources Inc.	SBRJWM Ltd	11/10/15	Non-Disclosure and Confidentiality Agreement	\$0.00
192	Non-Disclosure Agreement	Quicksilver Resources Inc.	Scott M. Pinsonnault	03/13/14	Confidentiality Agreement	\$0.00
193	Confidentiality Agreement	Quicksilver Resources Inc.	Shell Canada Energy	02/10/16	Non-Disclosure and Confidentiality Agreement	\$0.00
194	Confidentiality Agreement	Quicksilver Resources Inc.	Shinfox Energy International Inc.	07/11/14	Non-Disclosure and Confidentiality Agreement	\$0.00
195	Confidentiality Agreement	Quicksilver Resources Inc.	Shou Kang Chen	01/02/15	Disclosure of certain information about QRI that is non-public, confidential or proprietary in nature(including oral communications and/or confidential information, memoranda and and/or presentations)	\$0.00
196	Confidentiality Agreement	Quicksilver Resources Inc.	Silver Point Capital, L.P.	05/06/16	Non-Disclosure and Confidentiality Agreement	\$0.00
197	Confidentiality Agreement	Quicksilver Resources Inc.	Source Minerals, LLC	10/12/15	Non-Disclosure and Confidentiality Agreement	\$0.00
198	Confidentiality Agreement	Quicksilver Resources Inc.	Spoke Resources Ltd	03/03/16	Non-Disclosure and Confidentiality Agreement	\$0.00
199	Confidentiality Agreement	Quicksilver Resources Inc.	Stanolind Oil and Gas LLC	11/18/14	Disclosure of certain information about QRI that is non-public, confidential or proprietary in nature(including oral communications and/or confidential information, memoranda and and/or presentations)	\$0.00
200	Confidentiality Agreement	Quicksilver Resources Inc.	Strategic Energy Group Inc.	12/01/15	Non-Disclosure and Confidentiality Agreement	\$0.00
201	Confidentiality Agreement	Quicksilver Resources Inc.	SWEPI LP	01/18/12	Possible transaction between SWEPI and QRI regarding counties in Colorado	\$0.00
202	Confidentiality Agreement	Quicksilver Resources Inc.	Tax & Fiscal Consulting	09/22/14	Analyze the impact of tax legislation, present data on the tax burden borne by the oil and gas industry, and to answer legislators and other policy-makers' questions on the impacts of tax policies	\$0.00
203	Confidentiality Agreement	Quicksilver Resources Inc.	Terra Mar Exploration Ltd.	10/02/15	Non-Disclosure and Confidentiality Agreement	\$0.00

Exhibit B
Schedule of Assumed Contracts and Leases

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
204	Trust Agreement	Quicksilver Resources Inc.	The Charles Schwab Trust Company	06/01/07	Trust Agreement	\$0.00
205	Benefit Agreement	Quicksilver Resources Inc.	The Charles Schwab Trust Company	05/15/07	Plan Sponsor Agreement Establishment of Unitized Investment Portfolio(s)	\$0.00
206	Confidentiality Agreement	Quicksilver Resources Inc.	The Royal Bank of Scotland PLC	09/30/11	RBS evaluation of NGTL project (KWK Horn River Asset)	\$0.00
207	IT Services Agreement	Quicksilver Resources Inc.	Tindall Record Storage Ltd. - DFW, Inc.	04/10/00	E-Commerce Agreement	\$0.00
208	Storage Agreement	Quicksilver Resources Inc.	Tindall Record Storage Ltd.	04/10/00	Carton Management & Storage Agreement	\$0.00
209	Confidentiality Agreement	Quicksilver Resources Inc.	Titanium Exploration Partners, LLC	11/12/15	Non-Disclosure and Confidentiality Agreement	\$0.00
210	Confidentiality Agreement	Quicksilver Resources Inc.	Tokyo Gas America LTD.	08/04/15	Non-Disclosure and Confidentiality Agreement	\$0.00
211	Non-Disclosure Agreement	Quicksilver Resources Inc.	Tokyo Gas America Ltd.	10/10/14	Confidentiality Agreement	\$0.00
212	Miscellaneous Agreement	Quicksilver Resources Inc.	Tokyo Gas Co., Ltd.	03/28/13	GUARANTEE AGREEMENT DATED EFFECTIVE MARCH 28, 2013, BETWEEN TOKYO GAS CO LTD (GUARANTOR) AND QRI (BENEFICIARY) BY WHICH TOKYO GAS CO UNCONDITIONALLY GUARANTEES FULL AND PROMPT PAYMENT BY BUYER (TG BARNETT RESOURCES LP) WHEN & IF DUE FOR ALL AMOUNTS DUE BY BUYER PURSUANT TO PSA OF SAME DATE. GUARANTEE REMAINS IN EFFECT UNTIL EARLIER OF FULL PERFORMANCE BY BUYER OF ITS OBLIGATIONS, TERMINATION OF PSA, OR COMPLETE PAYMENT OF ALL OBLIGATIONS	\$0.00
213	Confidentiality Agreement	Quicksilver Resources Inc.	Trident Resources Corp.	10/24/14	Disclosure of certain information about QRI that is non-public, confidential or proprietary in nature(including oral communications and/or confidential information, memoranda and and/or presentations)	\$0.00
214	Confidentiality Agreement	Quicksilver Resources Inc.	Trident Resources Corporation	01/06/16	Non-Disclosure and Confidentiality Agreement	\$0.00
215	IT Services Agreement	Quicksilver Resources Inc.	Trinity Management Consulting, Inc.	11/17/11	Consulting Agreement	\$0.00
216	Confidentiality Agreement	Quicksilver Resources Inc.	Twin Eagle Resource Management, LLC	09/17/14	Possible transaction involving the purchase and sale of Quicksilver's Hill County Gathering System (also referred to as the Angel Hill Gathering System) in northern Texas	\$0.00
217	Confidentiality Agreement	Quicksilver Resources Inc.	TXOF1, LLC	11/05/15	Non-Disclosure and Confidentiality Agreement	\$0.00

Exhibit B
Schedule of Assumed Contracts and Leases

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description	Cure Amount
218	Bond Agreement	Quicksilver Resources Inc.	U.S. Specialty Insurance Company	09/21/09	Collective Bond B005095	\$0.00
219	Bond Agreement	Quicksilver Resources Inc.	U.S. Specialty Insurance Company	09/21/09	Collective Bond B005094	\$0.00
220	Consulting Agreement	Quicksilver Resources Inc.	Upstream Tax Consulting	11/18/13	Consulting Agreement	\$0.00
221	MSA	Quicksilver Resources Inc.	Upstream Tax Consulting	11/18/13	Services-In House Consultant	\$0.00
222	Confidentiality Agreement	Quicksilver Resources Inc.	Vantage Energy, LLC	10/21/15	Non-Disclosure and Confidentiality Agreement	\$0.00
223	Confidentiality Agreement	Quicksilver Resources Inc.	Venoco, INC	11/11/15	Non-Disclosure and Confidentiality Agreement	\$0.00
224	Confidentiality Agreement	Quicksilver Resources Inc.	Vmware, Inc	06/15/16	Non-Disclosure and Confidentiality Agreement	\$0.00
225	Consulting Agreement	Quicksilver Resources Inc.	Walker, Starling	05/12/16	Consulting Agreement	\$0.00
226	Confidentiality Agreement	Quicksilver Resources Inc.	Watson Island LNG Corporation	12/17/15	Non-Disclosure and Confidentiality Agreement	\$0.00
227	Banking Services	Quicksilver Resources Inc.	Wells Fargo Brokerage Services, LLC	12/09/08	Investment Account Agreement	\$0.00
228	Confidentiality Agreement	Quicksilver Resources Inc.	Westcoast Energy Inc	11/17/15	Non-Disclosure and Confidentiality Agreement	\$0.00
229	Confidentiality Agreement	Quicksilver Resources Inc.	Western Asset Management Company	09/11/15	Non-Disclosure and Confidentiality Agreement	\$0.00
230	Consulting Agreement	Quicksilver Resources Inc.	Whitley Penn LLP	08/06/14	Tax Services Agreement	\$0.00
231	Consulting Agreement	Quicksilver Resources Inc.	Whitley Penn LLP	02/18/16	Consulting Agreement General Engagement	\$0.00
232	Confidentiality Agreement	Quicksilver Resources Inc.	Wilson Perumal & Company, Inc.	02/04/16	Non-Disclosure and Confidentiality Agreement	\$0.00
233	IT Services Agreement	Quicksilver Resources Inc.	Workiva LLC	12/02/14	Subscription Order	\$0.00
234	IT Services Agreement	Quicksilver Resources Inc.	Zasio Enterprises Inc	05/29/07	Non-Disclosure Agreement	\$0.00

Exhibit C

Schedule of Contracts and Leases Neither Assumed Nor Rejected

Exhibit C

Schedule of Contracts and Leases Neither Assumed Nor Rejected

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description
1	Guaranty Agreement	Quicksilver Resources Inc.	0927530 B.C. Unlimited Liability Company Fortune Creek Gathering and Processing Partnership	12/23/11	Guaranty of Future Obligations
2	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Gas Processing Partners L.P. Cowtown Pipeline Partners L.P.	09/01/04	Gas Gathering and Processing Agreement
3	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Gas Processing Partners L.P. Cowtown Pipeline Partners L.P. TG Barnett Resources LP	09/01/08	Sixth Amended and Restated Gas Gathering and Processing Agreement effective September 1, 2008
4	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Gas Processing Partners L.P. Cowtown Pipeline Partners L.P. TG Barnett Resources LP	01/01/09	Addendum and Amendment to Sixth Amended and Restated Gas Gathering and Processing Agreement Mash Unit Lateral - Lift Gas Redelivery dated January 1, 2009
5	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Gas Processing Partners L.P. Cowtown Pipeline Partners L.P.	07/22/10	Amendment No. 1 to Addendum and Amendment to Sixth Amended and
6	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Gas Processing Partners L.P. Cowtown Pipeline Partners L.P.	10/01/10	Second Amendment to Sixth Amended and Restated Gas Gathering and Processing
7	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Gas Processing Partners L.P. Cowtown Pipeline Partners L.P. TG Barnett Resources LP	08/13/12	Amended and Restated Second Amendment to Sixth Amended and Restated Gas Gathering and Processing Agreement for Cowtown System dated August 13, 2012
8	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Gas Processing Partners L.P. Cowtown Pipeline Partners L.P. TG Barnett Resources LP	07/09/14	Third Amendment to Sixth Amended and Restated Gas Gathering and Processing Agreement for Cowtown System (Liquids Nominations & Balancing) dated July 9, 2014
9	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Gas Processing Partners L.P. Cowtown Pipeline Partners L.P. TG Barnett Resources LP	07/09/14	Fourth Amendment to Sixth Amended and Restated Gas Gathering and Processing Agreement for Cowtown System (Fees and Qualifying Wells) dated July 9, 2014
10	Gas Gathering & Processing Agreement	Cowtown Pipeline L.P. Quicksilver Resources Inc.	Cowtown Pipeline L.P. Quicksilver Resources Inc.	04/08/10	Agmt Dtd 4/8/2010, Effective 9/29/2009, Between KWK (Producer) And CPPLP (Gatherer), Pertaining To Quality Specifications (Non-Spec Gas) Under Alliance Gathering Agreement. KWK Agrees To Be Responsible For Costs For Disposal Of Water Delivered At Receipt Points Since Effective Date & For Costs Associated With Non-Spec Gas Accepted By CPPLP

* The contracts, agreements, and leases listed on this exhibit may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppels, certificates, letters or other documents, instruments, and agreements that may not be listed on the exhibit. Consistent with Bankruptcy Code section 365, each agreement listed on the exhibit includes all amendments, supplements, restatements, and revisions thereto even to the extent not expressly stated herein.

Exhibit C

Schedule of Contracts and Leases Neither Assumed Nor Rejected

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description
11	Gas Gathering & Processing Agreement	Cowtown Pipeline L.P. Quicksilver Resources Inc.	Cowtown Pipeline L.P. Quicksilver Resources Inc.	05/01/10	Gas Gathering Agreement Between Cowtown Pipeline LP And Quicksilver Resources Inc Dtd Effective 5/1/2010 For Hill County Gathering System In Hill & Johnson Counties
12	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P.	10/01/07	Gas Gathering Agreement
13	Pipeline Use Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P.	09/01/09	Pipeline Operating and License Agreement dated September 1, 2009
14	Marketing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. (as assignee of Cowtown Pipeline L.P.) TG Barnett Resources LP	04/08/10	Agreement Alliance Area Gathering System Non- Spec Gas dated April 8, 2010
15	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. (as assignee of Cowtown Pipeline L.P.) TG Barnett Resources LP	12/01/09	Gas Gathering Agreement effective December 1, 2009
16	Marketing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. (as assignee of Cowtown Pipeline L.P.) TG Barnett Resources LP	07/09/14	Second Amendment to Gas Gathering Agreement dated July 9, 2014
17	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. (as assignee of Cowtown Pipeline L.P.) TG Barnett Resources LP	10/01/10	Amendment to Gas Gathering Agreement dated October 1, 2010
18	Marketing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P.	12/01/09	Gas Gathering Agreement
19	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. Crestwood Pipeline Partners L.P. TG Barnett Resources LP	07/09/14	Fifth Amendment to Amended and Restated Gas Gathering Agreement dated July 9, 2014
20	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. Crestwood Pipeline Partners L.P. TG Barnett Resources LP	08/18/08	Amended and Restated Gas Gathering Agreement effective September 1, 2008
21	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. Crestwood Pipeline Partners L.P. TG Barnett Resources LP	10/01/07	Second Amendment to Amended and Restated Gas Gathering Agreement dated October 1, 2010
22	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. Crestwood Pipeline Partners L.P. TG Barnett Resources LP	08/18/08	Amended and Restated Gas Gathering Agreement dated August 18, 2008
23	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. Crestwood Pipeline Partners L.P. TG Barnett Resources LP	09/29/09	First Amendment to Amended and Restated Gas Gathering Agreement dated September 29, 2009
24	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. Crestwood Pipeline Partners L.P. TG Barnett Resources LP	08/13/12	Third Amendment to Amended and Restated Gas Gathering Agreement dated August 13, 2012
25	Gas Gathering & Processing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. Crestwood Pipeline Partners L.P. TG Barnett Resources LP	07/09/14	Fourth Amendment to Amended and Restated Gas Gathering Agreement dated July 9, 2014
26	Marketing Agreement	Quicksilver Resources Inc. et al.	Cowtown Pipeline Partners L.P. Quicksilver Gas Services LP	12/10/09	Purchase and Sale Agreement dated December 10, 2009
27	Operating Agreement	Quicksilver Resources Inc.	Crestwood Gas Services GP LLC Crestwood Midstream Partners LP KGS LP	10/01/10	Joint Operating Agreement
28	Transportation Agreement	Quicksilver Resources Inc.	Enlink Midstream Operating LP	10/05/15	Transportation and Purchase Agreement

Exhibit C
Schedule of Contracts and Leases Neither Assumed Nor Rejected

Row	Contract Type	Debtor Counterparty	Contract Counterparty/Notice Party	Contract Date	Contract Description
29	Lease - Non-Residential Realty	Quicksilver Resources Inc. et al.	Quicksilver Gas Services LP	10/01/10	Office Lease dated October 1, 2010 on 5408 Rentable Square Feet on First Floor of Building Located at 310 Bo Gibbs Boulevard, Glen Rose, TX
30	Operating Agreement	Quicksilver Resources Inc. et al.	Quicksilver Gas Services LP and Quicksilver Gas Services GP LLC	10/01/10	Joint Operating Agreement dated October 1, 2010 and effective July 1, 2010
31	Joint Use Agreement	Cowtown Pipeline L.P.	Texas Midstream Gas Services, L.L.C.	05/13/08	License & Joint Use Agmt Between TX Midstream Gas Services & CPLP Dtd 3/13/2008 By Which CPLP Is Granted License To Construct, Install, Own, Operate, Maintain, Relocate & Remove Connection Facilities Located On Row Granted By Arlington Independent School District, Recorded At D206161558

Exhibit D

Identification of the Liquidation Trustee

Eugene I. Davis, Chairman & CEO, Pirinate Consulting Group, LLC