

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

In re:	)	
	)	Chapter 11
Quicksilver Resources Inc., <u>et al.</u> , <sup>1</sup>	)	Case No. 15-10585 (LSS)
	)	
Debtors.	)	Jointly Administered
	)	Re: Docket Nos. 11, 95, 109 & <u>177</u>

**FINAL ORDER (I) AUTHORIZING, BUT NOT DIRECTING, DEBTORS  
TO PAY PRE-PETITION CLAIMS OF CRITICAL VENDORS AND  
(II) AUTHORIZING FINANCIAL INSTITUTIONS TO  
HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the Motion<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for entry of this Final Order pursuant to Bankruptcy Code sections 105(a), 363(b), and 503: (i) authorizing the Debtors to pay Critical Vendor Claims and service providers; and (ii) authorizing banks and other financial institutions to receive, process, honor, and pay any and all checks and transfer requests evidencing amounts paid by the Debtors pursuant to an order approving this Motion whether presented before or after the Petition Date; and the Court having jurisdiction to consider this Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding in accordance with 28 U.S.C. § 157(b)(2); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; and a hearing having been held to

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

<sup>2</sup> All capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion.

consider the relief requested in the Motion; and upon the First Day Declaration, the record of the hearing, and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Motion is granted to the extent provided herein on a final basis.
2. Pursuant to Bankruptcy Code sections 105(a) and 363(b), the Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay some or all of the Critical Vendor Claims to those Critical Vendors who agree to continue to supply goods or services to the Debtors on Customary Trade Terms for a period following the date of the agreement and on other such terms and conditions as are acceptable to the Debtors; *provided, however,* that the Debtors may, in their sole discretion after the Debtors have used reasonable efforts to cause the Critical Vendors to enter into a Vendor Agreement or provided Customary Trade Terms and after consultation with counsel to each of the Global Administrative Agent, the Second Lien Agent, the Ad Hoc Group of Second Lienholders and the Official Committee of Unsecured Creditors, pay any Critical Vendor Claim that the Debtors deem necessary to avoid immediate and irreparable harm to the Debtors' estates without the holder of such claim agreeing to continue to provide the Debtors with Customary Trade Terms.
3. The Debtors' payment of Critical Vendor Claims shall not exceed \$4.50 million in the aggregate unless otherwise ordered by the Court.

4. Unless otherwise agreed by the Debtors, in their sole discretion but after consultation with counsel to each of the Global Administrative Agent, the Second Lien Agent and the Ad Hoc Group of Second Lienholders and the Official Committee of Unsecured Creditors, any payment of Critical Vendor Claims under this Final Order shall be applied first to the Critical Vendor's claims for goods received by the Debtors within twenty days before the Petition Date with the remainder, if any, being applied to the Critical Vendor's claims for goods received by the Debtors prior to twenty days before the Petition Date.

5. The Debtors shall undertake all reasonable efforts to cause Critical Vendors to enter a Vendor Agreement, including provisions substantially in the form attached to the Motion as Exhibit C.

6. The Debtors are authorized, but not required, to enter into Vendor Agreements when the Debtors determine, in the exercise of their reasonable business judgment, that it is appropriate to do so. However, the Debtors' inability to enter into a Vendor Agreement shall not preclude them from paying a Critical Vendor Claim when, in the exercise of their reasonable business judgment but after consultation with counsel to each of the Global Administrative Agent, the Second Lien Agent, the Ad Hoc Group of Second Lienholders and the Official Committee of Unsecured Creditors, such payment is necessary to the Debtors' operations.

7. If the Debtors, in their discretion, determine that a Critical Vendor has not complied with the terms and provisions of the Vendor Agreement and this Final Order or has failed to continue to provide Customary Trade Terms following the date of the Vendor Agreement, or on such terms as were individually agreed between the Debtors and such Critical Vendor, the Debtors may terminate a Vendor Agreement, together with the other benefits to the Critical Vendor as contained in this Final Order, *provided, however*, that the Vendor Agreement

may be reinstated if (i) such determination is subsequently reversed by the Court for good cause after it is shown that the determination was materially incorrect after notice and a hearing following a motion from the Critical Vendor, (ii) the underlying default under the Vendor Agreement is fully cured by the Critical Vendor not later than five business days after the date the initial default occurred, or (iii) the Debtors, in their discretion, reach a subsequent agreement with the Critical Vendor.

8. If a Vendor Agreement is terminated as set forth above, or if a Critical Vendor that has received payment of a pre-petition claim later refuses to continue to supply goods or services for the applicable period in compliance with the Vendor Agreement or this Final Order, then so long as the Critical Vendor receives notice an opportunity for a hearing (i) the Debtors may, in their discretion, declare that the payment of such Critical Vendor Claim is a voidable post-petition transfer pursuant to Bankruptcy Code section 549(a) that the Debtors may recover in cash or in goods from such Critical Vendor, (ii) the creditor shall immediately return such payments in respect of a Critical Vendor Claim to the extent that the aggregate amount of such payments exceeds the post-petition obligations then outstanding without giving effect to alleged setoff rights, recoupment rights, claims, provision for payment of reclamation or trust fund claims, adjustments, or offsets or other defense of any type whatsoever, and (iii) such Critical Vendor Claim shall be reinstated in such an amount so as to restore the Debtors and the Critical Vendor to their original positions as if the Vendor Agreement had never been entered into and no payment of such Critical Vendor Claim had been made. Nothing herein shall constitute a waiver of the Debtors' rights to seek damages or other appropriate remedies against any breaching Critical Vendor.

9. The Debtors shall maintain a summary list of all payments made to Critical Vendors and the Debtors shall provide an updated copy of such list on a confidential basis to the U.S. Trustee, counsel to each of the Global Administrative Agent, the Second Lien Agent, the Ad Hoc Group of Second Lienholders and the Official Committee of Unsecured Creditors and separately to the financial advisors to each of the Global Administrative Agent, the Second Lien Agent, the Ad Hoc Group of Second Lienholders and the Official Committee of Unsecured Creditors on Thursday of the first full week of each month. Each summary list delivered during a particular period shall relate to the prior calendar month (e.g., the summary list delivered during the first full week of May shall report the payments made on account of pre-petition Critical Vendor Claims during April).

10. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the pre-petition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit in the applicable accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as being approved by this Final Order.

11. The Debtors are authorized, but not directed, to issue post-petition checks or to affect post-petition fund transfer requests in replacement of any checks or fund transfer requests that are dishonored as a consequence of the chapter 11 cases with respect to pre-petition amounts authorized to be paid herein.

12. Any payment made pursuant to this Final Order is not intended and should not be construed as an admission as to the validity or priority of any claim or a waiver of the Debtors'

rights to subsequently dispute such claim, and any such payment is not intended and should not be construed as an assumption of any executory contract or obligation of the Debtors.

13. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in this Final Order shall constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim against the Debtors, the creation of an administrative priority claim on account of the pre-petition obligations sought to be paid, or the assumption or adoption of any contract or agreement under Bankruptcy Code section 365.

14. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained hereunder shall be subject to the same limitations and restrictions as are provided for under any cash collateral or financing order entered by this Court. To the extent there is any conflict between this Final Order and any such cash collateral or financing order, the terms of such cash collateral or financing order shall control.

15. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014, or otherwise, this Final Order shall be immediately effective and enforceable upon its entry.

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

Wilmington, Delaware  
Date: April 14, 2015

  
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THE HONORABLE LAURIE SELBER SILVERSTEIN  
UNITED STATES BANKRUPTCY JUDGE