

**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
)	Re: Docket No. 219

**CERTIFICATION OF COUNSEL REGARDING ORDER PURSUANT TO
BANKRUPTCY CODE SECTIONS 105(a) AND 363(b) AUTHORIZING AND
APPROVING, *NUNC PRO TUNC* TO THE PETITION DATE, THE AGREEMENT
WITH DELOITTE TRANSACTIONS AND BUSINESS ANALYTICS LLP TO
PROVIDE (I) JOHN LITTLE TO SERVE AS THE DEBTORS’ STRATEGIC
ALTERNATIVES OFFICER AND (II) SERVICES RELATED THERETO**

The undersigned hereby certifies as follows:

1. On April 15, 2015, Quicksilver Resources Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Order Pursuant to Bankruptcy Code Sections 105(a) and 363(b) Authorizing and Approving, Nunc Pro Tunc to the Petition Date, the Agreement with Deloitte Transactions and Business Analytics LLP to Provide (I) John Little to Serve as the Debtors’ Strategic Alternatives Officer and (II) Services Related Thereto* [Docket No. 219] (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. The Debtors received informal comments to the Motion from the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), the Official Committee of Unsecured Creditors (the “Committee”), Credit Suisse AG, in its capacity as

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

Second Lien Agent (“Credit Suisse”) and the Ad Hoc Group of Second Lienholders. The Debtors received no other objections or responses to the Motion, and no other responsive pleading to the Motion has appeared on the Court’s docket in the above-captioned chapter 11 cases.

3. The Debtors have resolved the informal comments of the U.S. Trustee, the Committee, Credit Suisse and the Ad Hoc Group of Second Lienholders and have attached hereto as Exhibit A a revised form of order granting the Motion (the “Revised Order”). The Revised Order has been circulated, and is acceptable, to the U.S. Trustee, the Committee, Credit Suisse and the Ad Hoc Group of Second Lienholders. For the convenience of the Court and all parties in interest, a blackline of the Revised Order against the proposed form of order attached to the Motion is attached hereto as Exhibit B.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WHEREFORE, the Debtors respectfully request that the Revised Order, substantially in the form attached hereto as Exhibit A, be entered at the earliest convenience of the Court.

Date: May 4, 2015

/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

Ashleigh L. Blaylock (admitted *pro hac vice*)

Robert S. Strauss Building

1333 New Hampshire Avenue, N.W.

Washington, DC 20036-1564

Telephone: (202) 887-4000

Facsimile: (202) 887-4288

**COUNSEL FOR DEBTORS AND DEBTORS IN
POSSESSION**

Exhibit A

Revised Order

Motion and that such notice is adequate and no other or further notice need be given; and upon consideration of the Little Declaration; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors, their estates, their creditors and all 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 after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Motion is hereby granted to the extent set forth herein.
2. Pursuant to Bankruptcy Code sections 105(a) and 363(b), the Engagement Letter, as modified by this Order, is hereby approved effective as of the Petition Date.
3. Effective as of the Petition Date, the Debtors are authorized (a) to employ Mr. Little as the Debtors' SAO and (b) to utilize services of DTBA related thereto, subject to the following:

- (a) DTBA and its affiliates shall not act in any other capacity (for example, and without limitation, as a claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned chapter 11 cases.
- (b) In the event the Debtors seek to have DTBA personnel assume executive officer positions (the "Executive Officers") other than Mr. Little or to materially change the terms of the Engagement Letter by either (i) modifying the functions of personnel, (ii) adding Executive Officers, or (iii) altering or expanding the scope of the Engagement Letter, a motion to modify the retention shall be filed.
- (c) No principal or employee of DTBA and its affiliates or independent contractor (performing services in connection with these chapter 11 cases at the direction of DTBA) shall serve as a director of any of the Debtors during the pendency of the Debtors' chapter 11 cases.
- (d) DTBA shall file with the Court, and provide notice to the United States Trustee and 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, reports of compensation earned and expenses incurred on a monthly basis (collectively, "Fee Statements"). Such Fee Statements shall contain summary charts which describe the services provided, identify the compensation earned by each Executive Officer and DTBA with respect to the related services, and itemize the expenses incurred. Time records shall (i) be appended to the

Fee Statements, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in one-quarter (.25) hour increments and the corresponding charge (time multiplied by hourly rate) for each task. Where personnel are providing services at a flat rate, including the SAO, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed. Objections, unless extended by agreement of the parties, shall be filed on or before twenty days after the filing and service of a Fee Statement.

- (e) With the Fee Statement, DTBA shall file a report of staffing on the engagement for the month or months that are the subject of each respective Fee Statement (collectively, the “Staffing Reports”). Staffing Reports shall include the names and functions filled by the DTBA personnel assigned to the engagement with the Debtors. Staffing Reports shall be subject to review by the Court in the event an objection is filed on or before the applicable deadline for the corresponding Fee Statement.
- (f) No success fee, transaction fee or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.
- (g) The Debtors are permitted to indemnify those persons serving as Executive Officers on the same terms as provided to the Debtors’ other officers and directors under the corporate by-laws and applicable state law, along with insurance coverage under the Debtors’ D&O insurance policy.
- (h) There shall be no indemnification of DTBA, its affiliates, or non-officer employees of DTBA.
- (i) For a period of three years after the conclusion of the engagement, neither DTBA nor its affiliates shall make any investments in the Debtors or the reorganized debtors.
- (j) DTBA shall promptly update the Little Declaration with additional material information that requires disclosure.

4. Section 8 of the General Business Terms & Conditions attached as Appendix A to the Engagement Letter is hereby modified by inclusion of the following: “Nothing contained in these terms shall alter in any way the duties imposed by law on the SAO in respect to the services provided under this Engagement Agreement.”

5. Except as otherwise provided in paragraph 3(b) of this Order, the Engagement Letter and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order

of the Court, provided that any such modification, amendment, or supplement shall have no material adverse effect on the Debtors' estates or their creditors.

6. DTBA shall coordinate with the Debtors' other professionals to seek to avoid unnecessary duplication of efforts.

7. Notwithstanding Rules 6004 and 7062 of the Federal Rules of Bankruptcy Procedure, this Order shall be effective and enforceable by its terms immediately upon entry.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Wilmington, Delaware

Date: May _____, 2015

THE HONORABLE LAURIE S. SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Blackline

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

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

**ORDER PURSUANT TO BANKRUPTCY CODE
SECTIONS 105(a) AND 363(b) AUTHORIZING AND
APPROVING, *NUNC PRO TUNC* TO THE PETITION DATE, THE
AGREEMENT WITH DELOITTE TRANSACTIONS AND BUSINESS
ANALYTICS LLP TO PROVIDE (I) JOHN LITTLE TO SERVE AS THE DEBTORS’
STRATEGIC ALTERNATIVES OFFICER AND (II) SERVICES RELATED THERETO**

Upon consideration of the motion (the “Motion”)² of the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) for entry of an order, pursuant to Bankruptcy Code sections 105(a) and 363(b), authorizing and approving, *nunc pro tunc* to the Petition Date, the Engagement Letter, pursuant to which DTBA has agreed to provide (i) Mr. John Little to serve as the Debtors’ SAO and (ii) services related thereto; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core

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

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

proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and upon consideration of the Little Declaration; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors, their estates, their creditors and all 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 after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Motion is hereby granted to the extent set forth herein.
2. Pursuant to Bankruptcy Code sections 105(a) and 363(b), the Engagement Letter, as modified by this Order, is hereby approved effective as of the Petition Date.
3. Effective as of the Petition Date, the Debtors are authorized (a) to employ Mr. Little as the Debtors' SAO and (b) to utilize services of DTBA related thereto, subject to the following:

- (a) DTBA and its affiliates shall not act in any other capacity (for example, and without limitation, as a claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned chapter 11 cases.
- (b) In the event the Debtors seek to have DTBA personnel assume executive officer positions (the "Executive Officers") other than Mr. Little or to materially change the terms of the Engagement Letter by either (i) modifying the functions of personnel, (ii) adding Executive Officers, or (iii) altering or expanding the scope of the Engagement Letter, a motion to modify the retention shall be filed.
- (c) No principal or employee of DTBA and its affiliates or independent contractor (performing services in connection with these chapter 11 cases at the direction of DTBA) shall serve as a director of any of the Debtors during the pendency of the Debtors' chapter 11 cases.
- (d) DTBA shall file with the Court, and provide notice to the United States Trustee and counsel ~~for the~~ 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, reports of compensation earned and expenses incurred on a monthly basis (collectively, "Fee Statements"). Such Fee Statements shall contain

summary charts which describe the services provided, identify the compensation earned by each Executive Officer and DTBA with respect to the related services, and itemize the expenses incurred. Time records shall (i) be appended to the Fee Statements, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in one-quarter (.25) hour increments and the corresponding charge (time multiplied by hourly rate) for each task. Where personnel are providing services at a flat rate, including the SAO, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed. Objections, unless extended by agreement of the parties, shall be filed on or before twenty days after the filing and service of a Fee Statement.

- (e) With the Fee Statement, DTBA shall file a report of staffing on the engagement for the month or months that are the subject of each respective Fee Statement (collectively, the “Staffing Reports”). Staffing Reports shall include the names and functions filled by the DTBA personnel assigned to the engagement with the Debtors. Staffing Reports shall be subject to review by the Court in the event an objection is filed on or before the applicable deadline for the corresponding Fee Statement.
- (f) No success fee, transaction fee or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.
- (fg) The Debtors are permitted to indemnify those persons serving as Executive Officers on the same terms as provided to the Debtors’ other officers and directors under the corporate by-laws and applicable state law, along with insurance coverage under the Debtors’ D&O insurance policy.
- (gh) There shall be no indemnification of DTBA, its affiliates, or non-officer employees of DTBA.
- (hi) For a period of three years after the conclusion of the engagement, neither DTBA nor its affiliates shall make any investments in the Debtors or the reorganized debtors.
- (ij) DTBA shall promptly update the Little Declaration with additional material information that requires disclosure.

4. Section 8 of the General Business Terms & Conditions attached as Appendix A to the Engagement Letter is hereby modified by inclusion of the following: “Nothing contained in these terms shall alter in any way the duties imposed by law on the SAO in respect to the services provided under this Engagement Agreement.”

45. Except as otherwise provided in paragraph 3(b) of this Order, the Engagement Letter and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment, or supplement shall have no material adverse effect on the Debtors' estates or their creditors.

6. DTBA shall coordinate with the Debtors' other professionals to seek to avoid unnecessary duplication of efforts.

57. Notwithstanding Rules 6004 and 7062 of the Federal Rules of Bankruptcy Procedure, this Order shall be effective and enforceable by its terms immediately upon entry.

68. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Wilmington, Delaware

Date: _____, 2015

THE HONORABLE LAURIE S. SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Summary report:	
Litéra® Change-Pro TDC 7.5.0.145 Document comparison done on 5/4/2015 1:42:28 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WESTDMS/WEST/206756666/1	
Modified DMS: iw://WESTDMS/WEST/206756666/4	
Changes:	
Add	12
Delete	8
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	20