

THIS IS EXHIBIT " 6 "
referred to in the Affidavit of
Adam Dunayer
Sworn before me this 12th
day of April 20 16
Erin L. Rolnick

ERIN L ROLNICK
Notary Public - State of New York
NO. 01R06326932
Qualified in Westchester County
My Commission Expires Jun 29, 2019



HOULIHAN LOKEY

STRICTLY CONFIDENTIAL

December 28, 2015

Process Participants:

We have received your Indication of Interest and thank you for your interest in pursuing a Transaction with Quicksilver Resources Canada, Inc. ("QRCI" or the "Company"). At this time, we would like to formally invite you to submit a final bid (a "Bid") for your asset(s) of interest.

You have been provided a form Asset Purchase Agreement ("APA") to be marked up (the "Modified APA") and submitted as your Bid under the conditions and along with the additional information outlined below. Bids are due no later than **January 11, 2016 at 5:00 p.m. (prevailing Eastern Time)**(the "Bid Deadline").

Bid Requirements:

- i. Executed Agreement: The Modified APA must be based on one of the form APAs, signed by an authorized representative, and shall also include a copy of the Modified APA marked against the selected form APA to show all changes requested.
 - a. APA versions found here: <https://ws.onehub.com/workspaces/825641/folders/1089447301>
- ii. Good Faith Deposit: Each Bid for all or a portion of the assets must be accompanied by a deposit (a "Good Faith Deposit") submitted by wire transfer of immediately available funds to an account identified by the Company. Each Good Faith Deposit must equal to the amount of ten percent (10%) of the purchase price contained in the Modified APA.
- iii. Disclosure of Identity of Bidder: A Bid must fully disclose the identity of each entity that will be bidding for or purchasing the assets or otherwise participating in connection with such Bid (including any equity holder or other financial backer if the Bidder is an entity specifically formed for the purpose of effectuating the Transaction)(the "Bidder"), and the complete terms of any such participation, including any binding agreements, arrangements, or understandings concerning a collaborative or joint bid or any other combination concerning the proposed Bid.
- iv. Corporate Authority: A Bid must include written evidence reasonably acceptable to the Company demonstrating appropriate corporate authorization to consummate the proposed Transaction, provided that, if the Bidder is an entity specially formed for the purpose of effectuating the Transaction, then the Bidder must furnish written evidence reasonably acceptable to the Company of the approval of the Transaction by the equity holder(s) of such Bidder.
- v. Proof of Financial Ability to Perform: A Bid must include written evidence that the Company reasonably concludes, in consultation with their advisors, demonstrates that the Bidder has the necessary financial ability to (i) close the Transaction and (ii) provide adequate assurance of future performance under all contracts to be assumed and assigned in such Transaction. Such information must include, inter alia, the following:
 - a. contact names and numbers for verification of financing sources;
 - b. evidence of the Bidder's internal resources and proof of unconditional debt funding commitments from a recognized financial institution and, if applicable, equity commitments in an aggregate amount equal to the cash portion of such Bid or the posting of an irrevocable letter of credit from a

- recognized banking institution issued in favor of the Company in such amount, in each case, as are needed to close the Transaction;
- c. the Bidder's current financial statements (audited if they exist) or other similar financial information reasonably acceptable to the Company;
 - d. a description of the Bidder's pro forma capital structure; and
 - e. any such other form of financial disclosure or credit-quality support information or enhancement reasonably requested by the Company demonstrating that such Bidder has the ability to close the Transaction.
- vi. Regulatory and Third Party Approvals: A Bid must set forth each regulatory and third-party approval required for the Bidder to consummate the Transaction, if any, and the time period within which the Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than thirty (30) days following execution and delivery of the Modified APA, those actions the Bidder will take to ensure receipt of such approval(s) as promptly as possible).
 - vii. Contingencies: Bids may not be conditioned on obtaining financing or any internal approval, or on the outcome or review of due diligence (other than environmental and title diligence as set forth in the form APAs).
 - viii. Irrevocable: Each Bid must expressly provide that (1) the Bidder is prepared to consummate the Transaction set forth in the Modified APA promptly following the satisfaction of the closing conditions (if any) set forth in the Modified APA, and (2) the offer reflected in such Bid shall remain open and irrevocable until January 31, 2016, provided that if such Bid is under discussion or negotiation with the Company, such Bid shall continue to remain open and irrevocable.
 - ix. Bids for Portions of the Assets: A Bidder must offer to purchase all or substantially all of the QRCI's assets or only a portion of the assets. The Company may waive or modify the application of certain Bid conditions in respect of Bids for a portion of the Assets.
 - x. Bid Deadline: Each Bid must be received by each of the following parties, in writing, on or before January 11, 2016 at 5:00 p.m. (prevailing Eastern Time): (1) the Company, Quicksilver Resources Canada Inc., Suite 2000, 125 - 9th Ave SE, Calgary, Alberta, Attn: Dave Rushford, SVP (drushford@qrinc.ca); (2) the Parent Company, Quicksilver Resources Inc., 801 Cherry St., Suite 3700, Unit 19, Fort Worth, TX 76102, Attn: Glenn Darden, CEO (gdarden@qrinc.com), Vanessa Gomez LaGatta, CFO (vgomez@qrinc.com), and John Little, SAO (jollittle@deloitte.com); (3) counsel for the Company, Bennett Jones LLP, 4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7, Attn: Don Greenfield (greenfieldd@bennettjones.com), and Chris Simard (simardc@bennettjones.com); (4) counsel to the Parent Company, Akin Gump Strauss Hauer & Feld LLP, 1700 Pacific Avenue, Suite 4100, Dallas, TX 75201, Attn: Sarah Link Schultz, Esq. (sschultz@akingump.com) and Stephen B. Kuhn, Esq. (skuhn@akingump.com); and (4) investment banker for the Company, Houlihan Lokey, 100 Crescent Court, Suite 900, Dallas, TX 75201, Attn: Adam Dunayer (adunayer@hl.com), John-Paul Hanson (jhanson@hl.com), and Justin Zammit (jzammit@hl.com);

Completion of Diligence

You should expeditiously seek to complete all required diligence in order to submit your Bid. Please send a complete list of all required diligence items to Justin Zammit (jzammit@hl.com) and Neel Gupta (ngupta@hl.com).

None of the Company, nor their respective officers, directors or employees, vendors/suppliers, customers, shareholders, creditors or any other person with whom the Company transacts business may be contacted directly without prior consent of Houlihan Lokey. In addition, the Company has instructed all of its respective employees to direct any communications regarding the matters described herein to Houlihan Lokey.



Selection of Prospective Buyer

Following the Bid Deadline, the Company, in consultation with its advisors will evaluate and analyze each of the Bids received in order to determine, at its sole discretion, the potential highest and best Bid.

Other Information

The Company and its advisors reserve the right to discuss with each potential bidder the terms of any offer presented by that party. The Company and its advisors shall have no obligation to engage in or continue negotiations or discussions with any interested party, regardless of whether an offer contains the highest proposed purchase price.

The Company expressly reserves the right, in its sole discretion, to evaluate the terms of any offer and to reject any or all offers and shall have no obligation to determine or disclose any reasons thereof. The Company reserves the right, in its sole discretion, to amend or modify these guidelines and procedures for any reason at any time, including the right to change any dates herein.

Houlihan Lokey Contacts:

Houlihan Lokey will remain available to consult with interested parties throughout the process and to answer questions regarding the information provided or the Transaction procedures.

Adam Dunayer <i>Managing Director</i> ADunayer@hl.com 214.220.8483	JP Hanson <i>Managing Director</i> JHanson@hl.com 212.497.4262	Justin Zammit <i>Associate</i> JZammit@hl.com 214.665.8643
--	--	--

