THIS IS EXHIBIT "______ referred to In the Affidavit of T. David Mush ford 8th Sworn before me this 20/16 day of ____

CHRIS SIMARD Barrister and Solicitor

līl Bennett Jones

Bennett Jones LLP 4500 Bankers Hall East, 855 - 2nd Street SW Calgary, Alberta, Canacla T2P 4K7 Tel: 403.298.3100 Fax: 403.265.7219

Chris Simard Direct Line: 403,298,4485 o-mail: simardo@bennettjones.com Our File No.: 3944.88

March 19, 2015

Via Email

Mr. Charles P. Russell, Q.C. McLennan Ross LLP 600 West Chambers 12220 Stony Plain Rd NW Edmonton AB T5N 3Y4

Dear Mr. Russell;

Re: New Raw Gas Transmission and Treatment Services Agreement Dated February 27, 2009 as amended (collectively, the "Contract") between Westcoast Energy Inc. ("Westcoast") and Quicksilver Resources Canada Inc. ("QRCI")

We are writing further to your client Westcoast's letter dated March 9, 2015 (attached for reference) and our subsequent discussions.

In connection with the Contract, JPMorgan Chase Bank, N.A. Toronto Branch ("JPM") has issued Irrevocable Standby Letter of Credit No. 001-1084, as amended (the "Letter of Credit"). We have been advised that Westcoast intends on March 19, 2015 to draw down the full face amount of the Letter of Credit, namely CAD\$33,000,000.

QRCI does not believe that Westcoast is legally entitled to draw down the entire amount of the Letter of Credit. Pursuant to the terms of the Contract, even after Westcoast's termination of the Contract (which your client has told QRCI will occur effective March 19, 2015), the only amounts that QRCI will owe to Westcoast are any present accrued tolls, charges or other amounts. There is no provision in the Contract that would make QRCI liable upon termination for all the amounts that would otherwise come due during the remainder of the term of the Contract. Rather, even after termination, those recurring amounts only come due at the times they would otherwise have come due over what would be the remainder of the term of the Contract. Therefore, as of March 19, 2015, the only amount owed by QRCI to Westcoast under the Contract is \$2,634,962.90, being the amount invoiced by Westcoast on February 20, 2015 (in Invoice No. GR-33218-1). That is the only amount for which Westcoast is legally entitled to draw on the Letter Credit. As such, QRCI fails to see how Westcoast could validly submit a draw request in excess of this amount.

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As a result, QRCI is formally putting you on notice that should Westcoast attempt to draw down more than \$2,634,962.90 on the Letter of Credit at the present time, Westcoast will be committing a knowing and intentional breach of the Contract. In the event that occurs, QRCI reserves all its rights, entitlements and remedies, including but not limited to its right to commence an action against Westcoast for the recovery of all amounts improperly drawn on the Letter of Credit, plus costs and interest.

If you wish to discuss this matter, please do not hesitate to contact me.

Yours truly,

Chris Simard

CS/dmk

co: Client