


THIS IS EXHIBIT " 20 "

referred to in the Affidavit of

J. David Rushford

Sworn before me this 8th

day of March 2016



CHRIS SIMARD
Barrister and Solicitor

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is dated the 4th day of March, 2016,

BETWEEN:

QUICKSILVER RESOURCES INC., a Delaware corporation,
located in Fort Worth, Texas, United States of America
(hereinafter referred to as the "**QRI**")

- and -

QUICKSILVER RESOURCES CANADA INC., a body
corporate with its head office located in Calgary, Alberta, Canada
(hereinafter referred to as "**QRCI**")

WHEREAS:

- A. QRCI is currently a wholly-owned subsidiary of QRI which relies upon its parent from time to time to provide certain general and administrative services;
- B. QRCI anticipates filing for protection under *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-26, as amended, in the very near future, following which it anticipates providing for the continued operation of its assets and seeks assistance from QRI to provide certain general and administrative services as QRCI may require from time to time;
- C. QRI filed for protection under chapter 11 of the United States Bankruptcy Code on March 17, 2015 and seeks assistance from QRCI to provide certain general and administrative services as QRI may require from time to time in connection with its operations and the wind down of its chapter 11 cases and businesses; and
- D. Both QRI and QRCI (each a "**Party**" and collectively referred to herein as the "**Parties**") are willing to provide (or cause to be provided) the Services (as defined below) in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I **INTERPRETATION**

1.1 Definitions

The following terms shall have the meanings ascribed thereto below:

- (a) "**Adjustment**" has the meaning set forth in Section 3.1(c);
- (b) "**Affiliates**" means with respect to a Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control of such Person where, for the purposes of this definition only, "**control**", "**controlling**", "**controlled**" means the possession, direct or indirect, of the power to direct the management and policies of such other Person, whether through the ownership of voting securities or by contract, partnership agreement, trust arrangement or other means;
- (c) "**Breaching Party**" has the meaning set forth in Section 4.2;
- (d) "**Business Day**" means a day, other than a Saturday or Sunday, on which Canadian chartered banks are open for the transaction of domestic business in Calgary, Alberta, Canada;
- (e) "**Confidential Information**" has the meaning set forth in Section 6.1(a);
- (f) "**Disclosing Party**" has the meaning set forth in Section 6.1(a);
- (g) "**Effective Date**" means March 4th, 2016;
- (h) "**Force Majeure**" has the meaning set forth in Section 5.1;
- (i) "**Government Authority**" means any federal, state, provincial, municipal, county or regional government or government authority or other law, regulation or rule making entity, including any court, department, commission, bureau, board, tribunal, administrative agency or regulatory body of any of the foregoing, that exercises jurisdiction over the applicable Party;
- (j) "**Gross Negligence or Willful Misconduct**" by a Party means:
 - (i) a marked and flagrant departure from the standard of conduct of a reasonable Person acting in the circumstances at the time of the alleged misconduct; or
 - (ii) such wanton and reckless conduct or omissions as constitutes in effect an utter disregard for harmful, foreseeable and avoidable consequences;of such Party, provided that a Party shall not be considered to have engaged in Gross Negligence or Willful Misconduct if the actions or omissions of such Party (i) only constitute an act or omission of ordinary negligence, or (ii) were done or omitted to be done in accordance with the instructions, or concurrence, of the other Party or any of its Representatives;
- (k) "**Independent Accountant**" has the meaning set forth in Section 3.1(c);

- (l) "**Legal Requirement**" means all laws, orders, statutes, rules, bylaws, decrees, regulations, directives, judgments, declarations and similar pronouncements made by the Government Authority who governs in the province, state or country where the applicable Party is domiciled;
- (m) "**Liability**" means any debt, loss, claim, damage, demand, fine, judgment, penalty, liability or obligation (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) and "**Liabilities**" shall be construed accordingly;
- (n) "**Monthly Invoice**" has the meaning set forth in Section 3.1(b);
- (o) "**Performing Party**" means the Party who is performing the Service for the Requesting Party;
- (p) "**Person**" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Government Authority;
- (q) "**Prime Rate**" means the fluctuating interest rate per annum announced from time to time by JPMorgan Chase Bank, N.A. as its "prime rate" (or, if otherwise denominated, such bank's reference rate for interest rate calculations on general commercial loans);
- (r) "**Receiving Party**" has the meaning set forth in Section 6.1(a);
- (s) "**Representative**" means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors;
- (t) "**Request for Services**" has the meaning set forth in Section 2.3;
- (u) "**Requesting Party**" means the Party who has requested the Service to be provided by the Performing Party.
- (v) "**Services**" has the meaning set forth in Section 2.1(a);
- (w) "**Services Costs**" has the meaning set forth in Section 3.1(a);
- (x) "**Services Expenses**" has the meaning set forth in Section 3.1(a)(ii);
- (y) "**Services Fees**" has the meaning set forth in Section 3.1(a)(i);
- (z) "**Tax**" or "**Taxes**" (and with correlative meaning, "**Taxable**" and "**Taxing**") means any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital profits, intangibles, windfall profits,

gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary, or combined basis, or in any other manner, including any interest, penalty or addition thereto, whether disputed or not; and

- (aa) "Term" has the meaning set forth in Section 4.1.

1.2 Interpretation

Unless otherwise stated or the context otherwise necessarily requires, in this Agreement:

- (a) the insertion of headings in this Agreement is for convenience of reference only and shall not affect the construction or the interpretation of this Agreement;
- (b) if there is any conflict or inconsistency between a provision in the body of this Agreement and that contained in a Schedule, the provision in the body of this Agreement shall prevail;
- (c) references herein to any agreement or instrument, including this Agreement, shall be a reference to the agreement or instrument as varied, amended, modified, supplemented or replaced from time to time;
- (d) the terms "in writing" or "written" include printing, typewriting or facsimile transmission;
- (e) references to a statute shall be a reference to: (i) such enactment as amended or reenacted from time to time and every statute that may be substituted therefor; and (ii) the regulations, bylaws or other subsidiary legislation made pursuant to such statute;
- (f) words importing the singular number only shall include the plural and vice versa, and words importing the use of any gender shall include all genders;
- (g) a reference to time shall, unless otherwise specified, refer to Central Standard Time or Central Daylight Savings Time during the respective intervals in which each is in force in the State of Texas;
- (h) "including", "includes" and like terms means "including without limitation" and "includes without limitation";
- (i) the terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement in its entirety and include any agreement supplemental hereto; and

- (j) unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to articles and sections of this Agreement and references herein to Schedules are references to the schedules to this Agreement.

ARTICLE II

PROVISION OF SERVICES TO REQUESTING PARTY

2.1 Services

Subject to the terms of this Agreement, QRI shall provide (or cause to be provided) to QRCI the services described in Schedule "A" and QRCI shall provide (or cause to be provided) to QRI the services described in Schedule "B". Schedules "A" and "B" set forth, among other things:

- (a) the services to be rendered (each, a "Service" and collectively, the "Services"); and
- (b) the fees for the provision of each Service.

2.2 Additions to Services

From time to time during the Term, the Parties may reasonably request that services that are not currently included in the Services be added to the Services; provided, however, that neither Party shall have an obligation to provide the other Party with such additional services. If and to the extent the Parties mutually agree as to the cost, scope and timing of such additional services, the Parties shall amend Schedule "A" or "B", as applicable, in writing, as necessary, to include such additional services and associated fees.

2.3 Written Request for Services

If the Requesting Party requires that the Performing Party perform Services, the Requesting Party shall first send a written notice (each a "Request for Services") to the Performing Party designating the required Services and the timeframe, if any, within which it requests that the designated Services be performed. The Performing Party shall provide (or cause to be provided) the Services designated by the Requesting Party in such Request for Services, within the requested timeframe if and to the extent practicable, in accordance with this Agreement. For clarity, and notwithstanding any other provision of this Agreement, neither Party shall have any obligation to provide Services, or any right to be compensated for Services it has provided, pursuant to this Agreement (except in an emergency) without first having received a Request for Services designating those Services, as contemplated in this Section 2.3.

2.4 Performance of Services

- (a) Each Party shall provide (or cause to be provided) the Services: (i) in compliance with its Legal Requirements; (ii) in a reasonable and prudent manner, and, where applicable, in accordance with its respective generally accepted oil and gas

industry or accounting practices and principles; and (iii) in accordance with any reasonable directions and instructions that the Requesting Party may provide to the Performing Party from time to time; provided, however, that the Performing Party shall be given a reasonable period of time to implement any such directions or instructions.

- (b) The Services shall be carried out by a sufficient number of personnel that are appropriately qualified and competent to perform the Services, as determined by the Performing Party in its sole discretion, acting reasonably and with regard to the requirements set out in Section 2.4(a).
- (c) The Requesting Party shall assist and cooperate with the Performing Party in the transfer of responsibility for such Service to the Requesting Party. The Parties shall use commercially reasonable efforts to terminate the use of the Services as soon as reasonably practicable.
- (d) The Requesting Party shall provide the personnel who are assisting with the provision of the Services with access to such of its premises, equipment, information and personnel, and provide such further assistance, as is reasonably required to facilitate the provision of the Services. The Requesting Party shall provide and maintain all necessary precautions and safeguards for the safety of all Persons performing the Services and, at the location where those Persons providing the Services are located, shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which the Requesting Party has control.
- (e) Except as expressly provided in this Agreement, the Parties do not provide any representations, warranties, guarantees or conditions of any kind to each other with respect to the Services to be provided hereunder, whether express or implied, arising from statute, course of dealing, or otherwise, including any representations, warranties, guarantees or conditions of non-infringement, merchantable quality and/or fitness for a particular purpose, all of which are expressly disclaimed.

2.5 Third Party Licenses

Notwithstanding anything in this Agreement to the contrary, the Performing Party shall not be required to provide any Services in violation of any of its Legal Requirements, or where a third party license or consent would be required for such Performing Party to provide a particular Service if the Performing Party is unable to obtain such third party license or consent on commercially reasonable terms. Subject to Section 2.2, neither Party shall be obligated to perform any services which are not specified in Schedule "A" or "B", as applicable.

ARTICLE III
TERMS OF PAYMENT

3.1 Service Fee

- (a) In consideration for the Services provided hereunder, the Requesting Party shall pay to the Performing Party:
- (i) the fees specified in Schedule "A" or "B", as applicable (the "**Services Fees**"); and
 - (ii) all reasonable, proper and verifiable out-of-pocket expenses incurred by the Performing Party and paid to a third party in connection with providing the Services, and in addition, any exceptional out-of-pocket expenses incurred by the Performing Party and paid to a third party in the performance of the Services (the "**Services Expenses**"), provided that the Performing Party has obtained any required consents of the Requesting Party for such exceptional out-of-pocket expenses in accordance with Schedule "A" or "B", as applicable.

(Collectively, the Services Fees and the Services Expenses are referred to herein as the "**Services Costs**").

- (b) During the Term, the Performing Party shall submit (or cause to be submitted) to the Requesting Party an invoice for the Services Costs due pursuant to this Agreement, on a monthly basis, not later than the 15th day of the month following the month to which such Services Costs relate (each a "**Monthly Invoice**"). Each such Monthly Invoice shall: (i) identify the applicable Services to which the Monthly Invoice relates; (ii) provide summary details of the Services Costs payable for each such Service; and (iii) specify the total amount payable, and certain taxes as specified in Section 3.1(d) of this Agreement. Upon receiving a request from Requesting Party for further details regarding a Monthly Invoice, the Performing Party shall promptly provide such information to the extent it is readily available through the Performing Party's billing system.
- (c) In the event that the Requesting Party disputes the amount of any Monthly Invoice or portion thereof, the Requesting Party shall send to the Performing Party a written notice of such dispute within thirty (30) days of receipt of the Monthly Invoice. Within five (5) Business Days of the Performing Party's receipt of such notice, and for a period of ten (10) Business Days (or such longer period as shall be agreed to by the Parties) thereafter, the Performing Party shall make available to Requesting Party or its designee, during normal business hours at a location designated by the Performing Party, and reasonably acceptable to the Requesting Party, all documentation in the possession of the Performing Party reasonably necessary to enable the Requesting Party to review the invoice, the data on which it was based and the methods by which amounts due were computed or determined. If, upon completion of the Requesting Party's review,

the Parties do not reach an agreement as to the amount of the invoice, then upon written notice of either Party to the other Party, the dispute shall be referred to a nationally-recognized firm of chartered accountants mutually agreed to by the Parties (the "**Independent Accountant**") for a final binding decision as to the correct amount of the disputed invoice (the "**Adjustment**"). If the Parties are unable to agree upon an Independent Accountant within ten (10) Business Days of notice to refer the dispute as to the amount of the invoice to an Independent Accountant being delivered, either Party may apply to a United States Federal District Court Judge located in Fort Worth, Texas to appoint an Independent Accountant. If the Independent Accountant determines that an Adjustment is required, then the Adjustment shall be made to the applicable Monthly Invoice. The costs of the Independent Accountant shall be paid in inverse proportion to the degree of success realized by each of the Parties as determined by the Independent Accountant.

- (d) The Services Fees set forth in Schedule "A" and "B" hereof are exclusive of Taxes. The Requesting Party shall pay to the Performing Party the amount of any applicable sales, use or service Tax, value-added Taxes, goods and services Taxes or any other similar Taxes that the Performing Party may be required to collect because of its performance of the Services under or in connection with this Agreement (except for any Tax imposed on the Performing Party's net income). The Performing Party shall identify any such Tax as a separate line item on each Monthly Invoice (unless taxes are required under the law of the relevant jurisdiction to be included in the price).
- (e) Any amount payable hereunder and which is not remitted when due shall remain due (whether on demand or otherwise) and interest will accrue on such overdue amounts at a rate equal to the Prime Rate plus four percent (4%) *per annum* from the date payment is due until the date payment is made.
- (f) Notwithstanding anything to the contrary contained in this Agreement, the Performing Party will not be obligated to perform the Services or do anything under this Agreement unless the Requesting Party is able to demonstrate to the satisfaction of the Performing Party (acting reasonably and in good faith) that the Requesting Party has sufficient funds to pay the Services Costs hereunder. For greater certainty, nothing in this Agreement shall obligate the Performing Party to make any payment from its own funds in respect of the remaining assets of the Requesting Party, or otherwise, for, or on the behalf of, the Requesting Party.

3.2 Books, Records and Audit

- (a) Each Party will keep, within the province or state where it is domiciled, true and correct books, accounts and records relating to the Services and the Services Costs in commercially reasonable detail, and at all reasonable times extend to other Party the right to examine and inspect the same and make extracts and copies thereof, at its sole cost, risk and expense.

- (b) All records held by the Parties pertaining to the Services shall be retained for six (6) months after the calendar year to which the books, accounts and records relate or such further period required by the Parties or the Legal Requirements in case of a query or dispute until all such queries or disputes are resolved.
- (c) Each Party, upon reasonable notice in writing to the other Party, shall have the right, at its sole expense, to audit the books, accounts and records of the other Party to the extent necessary to verify the accuracy of the invoice, or any statement, charge or computation or demand made thereunder for the Term within a period of six (6) months following the end of such calendar year. Any claims of discrepancies shall be made in writing to the audited Party within ten (10) Business Days of the completion of such audit. The audited Party shall respond to any claims of discrepancies within 30 days of receipt of such claims unless the Parties agree to an extension. The Parties agree to act in good faith to resolve such claims. Each audit shall be conducted in a commercially reasonable manner so as to minimize inconvenience to the audited Party.

ARTICLE IV
TERM AND TERMINATION

4.1 Term & Termination

- (a) This Agreement shall commence on the Effective Date and will remain in full force and effect for a period of one year (the "**Term**") unless otherwise earlier terminated in accordance with the terms hereof or extended by agreement of the Parties.
- (b) Subject to any outstanding or surviving obligations under Section 4.4, this Agreement and the obligations of the Parties under this Agreement to provide Services, will automatically terminate at the end of the Term.

4.2 Termination for Material Breach

- (a) Subject to Section 4.2(b) and 4.2(c), either Party may terminate this Agreement at any time upon prior written notice to the other Party (the "**Breaching Party**") if the Breaching Party has failed, other than pursuant to Section 5.1, to perform any of its material obligations under this Agreement, and such failure shall have continued without cure for a period of seven (7) days after receipt by the Breaching Party of a written notice of such failure.
- (b) The Performing Party may terminate this Agreement immediately on written notice to the Requesting Party if the Requesting Party has failed to make any payment with respect to the Services Costs as set out in Article III, provided that such failure to pay is not cured within seven (7) days after notice thereof to the Requesting Party.

- (c) For greater certainty, the Performing Party shall not be in breach of its obligations under this Agreement for failing to perform the Services if the Requesting Party has not paid the Services Costs, as further set out in Section 3.1(f).

4.3 Termination for Convenience

- (a) Either Party shall have the right to terminate this Agreement or all or any of the Services by providing sixty (60) Business Days written notice to the other Party on which date, subject to Sections 4.3(b) and 4.4, the obligations contained in this Agreement, or the obligations pertaining to the terminated Services, as the case may be, between the Parties shall cease.
- (b) If a Requesting Party terminates this Agreement or all or any of the Services pursuant to Section 4.3(a), the Requesting Party shall remain liable for the applicable Services Fees accrued up to and including the date of termination. The Performing Party shall not be entitled to reimbursement from the Requesting Party for any Services Fees paid for Services which have not yet been performed by the Performing Party as of the date of termination of this Agreement.

4.4 Survival

Notwithstanding anything to the contrary contained in this Agreement, the provisions of Article I, Article VI, Article VII and Article X shall survive expiration or termination of this Agreement for any reason.

ARTICLE V **FORCE MAJEURE**

5.1 Force Majeure

- (a) If a Party is rendered unable, wholly or in part, by Force Majeure (as hereafter defined below) to timely carry out its obligations under this Agreement, other than obligations to make money payments when due hereunder, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars, and the obligations of the Party giving notice, so far as they are affected by Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected Party shall use commercially reasonable efforts to remove the effects of the Force Majeure and shall resume performance as promptly as practicable following resolution of the Force Majeure event. The requirement that any Force Majeure shall be remedied with commercially reasonable efforts shall not require the settlement of strikes, lockouts, or other labor difficulty by the Party involved, and the handling of such difficulties shall be entirely within the discretion of the Party concerned.
- (b) The term "**Force Majeure**" for purposes of this Agreement means an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any

other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party that is unable, wholly or in part, to timely carry out any obligations under this Agreement.

ARTICLE VI
PERSONAL INFORMATION AND CONFIDENTIALITY

6.1 Confidential Information

- (a) Each Party (the "**Receiving Party**") shall keep in the strictest confidence and shall not, directly or indirectly, disclose any plans, trade secrets, business arrangements, employee information and other information of the other Party or its Affiliates (the "**Disclosing Party**") which is disclosed to the Receiving Party, or which the Receiving Party has access to, pursuant to or resulting from this Agreement (the "**Confidential Information**") without the prior written consent of Disclosing Party other than disclosure of such Confidential Information during the Term to its Representatives who need to know such information for the purpose of the Receiving Party performing its obligations hereunder; provided, however, that the Receiving Party shall cause such employees, agents, representatives and advisors to comply with the terms of this Article VI and shall be responsible for any breach thereof.
- (b) The Receiving Party may use the Confidential Information solely for the purpose of performing its obligations hereunder. The Receiving Party shall not make any other use, in whole or in part, of the Confidential Information without the prior written consent of the Disclosing Party.
- (c) Notwithstanding the foregoing provisions of this Article VI, the obligation to keep in the strictest confidence and not, directly or indirectly, disclose any Confidential Information will not apply to the extent that such Confidential Information is:
 - (i) required to be disclosed pursuant to the Legal Requirements;
 - (ii) required to be disclosed in any valuation, arbitration or legal proceeding arising under or in connection with this Agreement; or
 - (iii) required in connection with governmental or other applicable filings relating to the transactions hereunder or order of a court or governmental authority of competent jurisdiction requiring the disclosure of such information,

provided that, in such case, unless the Disclosing Party otherwise agrees, the Receiving Party:

- (iv) shall first provide the Disclosing Party with prompt notice of such request or requirement (unless such notice is prohibited by the Legal Requirements) in order to enable the Disclosing Party to seek an appropriate protective order or other remedy;

- (v) shall assist the Disclosing Party as may reasonably be required in connection with any action by the Disclosing Party to seek such a protective order or other remedy;
 - (vi) shall, if the Disclosing Party is unable to obtain such protective order or other remedy, disclose only the portion of the Confidential Information that is legally required to be disclosed; and
 - (vii) shall at all times use reasonable commercial efforts to ensure that the disclosure will be afforded confidential treatment to the fullest extent possible.
- (d) The term "**Confidential Information**" does not include information that:
- (i) is or was independently developed or acquired by the Receiving Party or its employees, representatives and advisors without the benefit of Confidential Information;
 - (ii) is publicly available, other than as a result of a disclosure in contravention of this Agreement (except that where any part of such information is publicly available, but a compilation of information which includes such part is not publicly available, then such compilation will not be treated as being publicly available and will be treated as Confidential Information hereunder); or
 - (iii) is made available to the Receiving Party or its employees, representatives and advisors on a non-confidential basis from a third party who is not subject to confidentiality obligations with respect to, and expressly represents that it has the right to disseminate, such information.
- (e) Notwithstanding any disclosure of any Confidential Information as permitted by Article VI of this Agreement, the Confidential Information so disclosed will, for all other purposes, continue to be treated as Confidential Information under this Agreement.
- (f) Each Party acknowledges and agrees that a breach of this Article VI would cause irreparable damage and any such breach shall entitle the Disclosing Party to an injunction or restraining order.

ARTICLE VII **INDEMNITY**

7.1 QRI's Liability and Indemnities

Subject to Sections 7.2 and 0, QRI shall:

- (a) be liable to QRCI for all Liabilities suffered, sustained, paid or incurred by QRCI or QRCI's Representatives; and

- (b) indemnify and save QRCI and QRCI's Representatives harmless from and against all Liabilities that may be brought against them or which they may otherwise suffer, sustain, pay or incur;

insofar as such Liabilities are a result of any act, omission, circumstance or other matter arising out of, resulting from, attributable to, or connected with (i) a breach of this Agreement; or (ii) the provision of the Services by QRI in accordance with the terms hereof provided always that QRI shall not be liable to or be required to indemnify and save harmless QRCI nor QRCI's Representatives pursuant to this Section 7.1 in respect of any Liabilities to the extent that they are directly caused by or directly result from the Gross Negligence or Willful Misconduct of QRCI or any of QRCI's Representatives.

7.2 QRCI's Liability and Indemnities

Subject to Section 7.1 and 0, QRCI shall:

- (a) be liable to QRI for all Liabilities suffered, sustained, paid or incurred by QRI or QRI's Representatives; and
- (b) indemnify and save QRI and QRI's Representatives harmless from and against all Liabilities that may be brought against them or which they may otherwise suffer, sustain, pay or incur;

insofar as such Liabilities are a result of any act, omission, circumstance or other matter arising out of, resulting from, attributable to, or connected (i) a breach of this Agreement; or (ii) the provision of the Services by QRCI in accordance with the terms hereof provided always that QRCI shall not be liable to or be required to indemnify and save harmless QRI nor QRI's Representatives pursuant to this Section 7.2 in respect of any Liabilities to the extent that they are directly caused by or directly result from the Gross Negligence or Willful Misconduct of QRI or any of QRI's Representatives.

7.3 Limitation of Remedies

Notwithstanding anything to the contrary herein neither Party shall bear any liability for any indirect or consequential loss or damage incurred by the other Party, including claims for loss of use, loss of revenue, loss of products or loss of profits, except as are successfully claimed by a third party. The Parties acknowledge that the limitations contained in this Section and 0 are reasonable in scope and that the terms and conditions of this Agreement have been negotiated taking into account such limitations.

ARTICLE VIII INDEPENDENT CONTRACTOR

8.1 Independent Contractor

In performing the Services hereunder, each Party shall operate as and have the status of independent contractor. No Party's employees shall be considered employees or agents of another Party, nor shall the employees of any Party be eligible or entitled to any benefits,

perquisites or privileges given or extended to another Party's employees. Nothing contained in this Agreement shall be deemed or construed to create a joint venture or partnership between any of the Parties. No Party shall have any power to control the activities and/or operations of another Party. No Party shall have any power or authority to bind or commit any other Party.

ARTICLE IX
NOTICES

9.1 Notices

All notices or other communications given pursuant to this Agreement shall be in writing and shall be either delivered by hand or by electronic mail addressed as follows:

If to QRCI, then to: **Quicksilver Resources Canada Inc.**

125, 9th Avenue SE
Calgary, Alberta T2G 0P6

Attention: David Rushford
E-mail: drushford@qrinc.ca

If to QRI, then to: **Quicksilver Resources Inc.**

801 Cherry Street, Suite 3700, Unit 19
Fort Worth, Texas 76102

Attention: Vanessa Gomez-LaGatta
Email: vgomez@qrinc.com

- (a) Any notice or other communication shall conclusively be deemed to have been given and received on the date on which it was delivered or sent if delivered or sent during normal business hours on a Business Day, and if delivered after normal business hours or on other than a Business Day, shall be deemed to have been given or sent on the next following Business Day. Any party hereto may change its address for notices or other communications by giving notice thereof to the other parties to this Agreement in accordance with this Section.
- (b) A Party may change its address for service by notice to the other Party, and such changed address for service thereafter shall be effective for all purposes of this Agreement.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Schedules

This Agreement and Schedules "A" and "B" hereto constitute the entire agreement between the Parties and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

10.2 Waiver

A waiver of any default, breach or non-compliance under this Agreement is not effective unless it is in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-compliance or by anything done or omitted to be done by that Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance, whether of the same or any other nature.

10.3 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively with the Federal District Court sitting in Fort Worth, Texas.

10.4 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.5 Time of Essence

Time shall be of the essence of this Agreement.

10.6 Further Assurances

Each Party shall promptly do, execute and deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that any other Party may reasonably require for the purpose of giving effect to this Agreement.

10.7 Benefit/Binding

This Agreement will enure to the benefit of and be binding on the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon

any Person, other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.8 Assignment

The rights and obligations of a Party hereunder will not be assignable without the prior written consent of the other Party, such consent not to be unreasonably withheld.

10.9 Remedies Cumulative

The rights and remedies of the Parties under this Agreement are cumulative and in addition and without prejudice to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

10.10 Counterparts

This Agreement may be executed by facsimile or PDF and in two or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

10.11 Expenses

Except as otherwise expressly stated in this Agreement, each Party will be responsible for its respective legal, accounting and other professional fees in connection with this Agreement and the transactions contemplated hereby, including fees and disbursements of their respective agents and advisors.

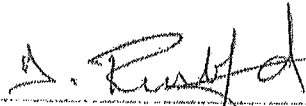
10.12 Amendments

No modification or amendment to this Agreement may be made unless agreed to by both Parties in writing.

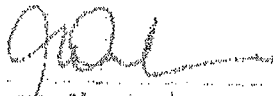
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the Effective Date.

QUICKSILVER RESOURCES CANADA
INC.

Per: 
Name: J. David Rushford
Title: Sr VP & COO.

QUICKSILVER RESOURCES INC.


Per: 
Name: Glenn Darden
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the Effective Date.

**QUICKSILVER RESOURCES CANADA
INC.**

Per: _____
Name:
Title:

QUICKSILVER RESOURCES INC.

Per:  _____
Name: *Glenn Darden*
Title: *President and Chief Executive Officer*

SCHEDULE "A"

ORI SERVICES AND SERVICES FEES

I. SERVICES

Treasury Services:

- Provide banking services
- Check uploads
- Set up and send wire transfers
- Make interest payments
- Exceptions, voids and queries
- Review 13-week and other cash flow analyses
- Perform credit evaluations on vendors, set exposure limits, and perform periodic reviews and reporting
- Monitor credit exposure, collateral management and obtain credit support
- Letter of credit management
- Funds flow
- Cash tracing
- Other releases/caveats
- Stock management (vestings and administration)
- Insurance management
- Execution of foreign currency contracts

Human Resources Services:

- Provide human resources assistance

Reservoir Engineering Services:

- Provide assistance for quarterly reserve reports
- Provide assistance for various database runs
- Provide assistance trouble shooting Aries issues

IT Assistance Services:

- Provide support for interfaces (e.g. QBYTE), marketing support (MTIP)
- Maintain the external website and program content
- Provide software licenses for the use of Aries, SAI Global HSE System, Express Options (stock management), Asset Retirement Obligations (ARO), IT scheduling systems (JAMS), BPC, backup software (Commvault), patch management system (KACE)
- Provide disaster recovery services
- Provide technical guidance and assistance with Active Directory and Group Policies
- Provide licenses, maintain and support for Sumologic environment used for compliance reporting
- Provide assistance with the telecom circuits for replicating data to the DR data center
- Maintain the backup voicemail and phone system

- Provide guidance for use of patch management system
- Oversee the Microsoft Enterprise Agreement

Accounting Services

- Calculate and provide monthly expense for options and stock-settled RSU grants
- Provide roll forward information for all cash-settled RSU grants, including new grants, forfeitures and vestings
- Account for cash vesting and for shares withheld to cover taxes on stock-settled grant vestings
- Provide assistance with technical accounting questions and procedures

II. SERVICES COSTS AND FEES

A. REIMBURSABLE COSTS

As provided for in Article III of this Agreement, QRCI shall pay QRI for all actual documented, reasonable and properly incurred out-of-pocket costs and expenses paid to any third party in relation to the provision of Services set forth herein, provided that:

(i) in no event will QRI be obligated to incur any out-of-pocket costs and expenses if QRCI has not provided to QRI evidence of sufficient funds to pay the costs thereof as further set out in Section 3.1(f); and

(ii) except in case of emergencies relating to health, safety or the environment, QRI shall not incur or pay any such cost or expense in excess of one hundred thousand dollars (\$100,000) individually for which QRCI would be responsible, without QRCI's prior written consent.

B. SERVICES FEES

In accordance with Article III of this Agreement, QRCI shall pay the following amounts to QRI as consideration for the provision by QRI of the Services set forth herein, in respect of each staff member who provided such Services in a month, the mathematical sum of:

(a) Hourly Rate: the particular staff member's monthly salary, divided by one hundred fifty (150), multiplied by the hours or fraction thereof worked by that staff member in the month in providing the particular Service; plus

(b) Benefits and Overhead: fifty percent (50%) of the amount determined pursuant to subparagraph (b), to cover all of QRI's indirect expenses including overhead and benefits.

SCHEDULE "B"

QRCI SERVICES AND SERVICES FEES

I. SERVICES

Accounting and Financial Services:

- Access to their books and records and underlying financial information
- Extracts from Qbyte of the monthly trial balance
- Access to oil and gas reserve information
- Provide information as needed for QRI to comply with its ongoing 8-K reporting requirements

II. SERVICES COSTS AND FEES

A. REIMBURSABLE COSTS

As provided for in Article III of this Agreement, QRI shall pay QRCI for all actual documented, reasonable and properly incurred out-of-pocket costs and expenses paid to any third party in relation to the provision of Services set forth herein, provided that:

(i) in no event will QRCI be obligated to incur any out-of-pocket costs and expenses if QRI has not provided to QRCI evidence of sufficient funds to pay the costs thereof as further set out in Section 3.1(f); and

(ii) except in case of emergencies relating to health, safety or the environment, QRCI shall not incur or pay any such cost or expense in excess of one hundred thousand dollars (\$100,000) individually for which QRI would be responsible, without QRI's prior written consent.

B. SERVICES FEES

In accordance with Article III of this Agreement, QRI shall pay the following amounts to QRCI as consideration for the provision by QRCI of the Services set forth herein, in respect of each staff member who provided such Services in a month, the mathematical sum of:

(a) Hourly Rate: the particular staff member's monthly salary, divided by one hundred fifty (150), multiplied by the hours or fraction thereof worked by that staff member in the month in providing the particular Service; plus

(b) Benefits and Overhead: fifty percent (50%) of the amount determined pursuant to subparagraph (b), to cover all of QRCI's indirect expenses including overhead and benefits.