


THIS IS EXHIBIT " 30 "  
referred to in the Affidavit of

J. David Rushford

Sworn before me this 8th

day of March 2016



**CHRIS SIMARD**  
Barrister and Solicitor



## HOULIHAN LOKEY

Personal and Confidential

Effective as of September 14, 2015

Quicksilver Resources Canada Inc.  
2000, 125 – 9<sup>th</sup> Avenue SE  
Calgary, Alberta T2G 0P6  
Attn: Mr. J. David Rushford, Senior Vice President and Chief Operating Officer

Dear Ladies and Gentlemen:

This letter agreement (this "**Agreement**") confirms the terms under which Quicksilver Resources Canada Inc. ("**Quicksilver Canada**") has engaged Houlihan Lokey Capital, Inc. ("**Houlihan Lokey**"), effective as of the date indicated above (the "**Effective Date**").

Houlihan Lokey and Quicksilver Resources Inc. (collectively with its direct and indirect subsidiaries, "**QRI**") are parties to an Engagement Letter effective as of January 27, 2014 (a copy of which is annexed hereto as Exhibit A, the "**Houlihan Agreement**"), pursuant to which Houlihan Lokey was engaged as QRI's financial advisor to provide financial advisory and investment banking services set forth in the Houlihan Agreement,<sup>1</sup> including *inter alia*, in connection with a potential financial restructuring or reorganization of QRI, and/or one or more merger and/or acquisition transactions involving QRI, and/or one or more financing transactions for QRI and with respect to such other financial matters as to which QRI and Houlihan Lokey may agree in writing during the term of the Houlihan Agreement. Since the execution of the Houlihan Agreement, Quicksilver Resources Inc. and certain of its subsidiaries (other than Quicksilver Canada and its subsidiaries) commenced proceedings under chapter 11 of title 11 of the United States Code (the "**Chapter 11 Proceedings**"). The Houlihan Agreement has been approved by the court in the Chapter 11 Proceedings.

Quicksilver Canada has requested that Houlihan Lokey provide it directly with investment banking services in connection with one or more disposition transactions involving Quicksilver Canada and/or its assets (each a "**Quicksilver Canada Transaction**"), and Houlihan Lokey has agreed to provide such services.

The purpose of this Agreement is to confirm the terms upon which Houlihan Lokey has agreed to provide services directly to Quicksilver Canada:

1. Houlihan Lokey will assist and advise Quicksilver Canada and the Board of Directors of Quicksilver Canada (the "**Quicksilver Canada Board**") with the analysis, evaluation and

<sup>1</sup> The summary of or reference to the services provided by Houlihan Lokey under the Houlihan Agreement is qualified in its entirety by reference to the provisions of the Houlihan Agreement and in the event of any inconsistencies between this summary and the Houlihan Agreement, the Houlihan Agreement shall govern.

effectuation of any Quicksilver Canada Transaction. Houlihan Lokey's services will include, if appropriate and if requested by Quicksilver Canada or the Quicksilver Canada Board, (i) assisting Quicksilver Canada with the negotiation of any Quicksilver Canada Transaction(s), including participating in negotiations with creditors and other parties involved in any Quicksilver Canada Transaction(s); (ii) assisting Quicksilver Canada in evaluating indications of interest and proposals regarding any Quicksilver Canada Transaction(s); (iii) assisting Quicksilver Canada in the development and distribution of selected information, documents and other materials with respect to the foregoing; and (iv) providing such other investment banking services as may be agreed between Houlihan Lokey and Quicksilver Canada (the "**Quicksilver Canada Mandate**").

2. Subject to the terms of this Agreement, Quicksilver Canada and Houlihan Lokey shall govern themselves in connection with the Quicksilver Canada Mandate in accordance with the terms of the Houlihan Agreement, *mutatis mutandis*. As used in this Agreement, the term "Quicksilver Canada Transaction" shall have the same meaning as the term "Transaction" in the Houlihan Agreement, *mutatis mutandis*.
3. Upon the closing of each Quicksilver Canada Transaction, Houlihan Lokey shall earn, and Quicksilver Canada shall thereupon pay immediately and directly from the gross proceeds of such Quicksilver Canada Transaction, as a cost of such Quicksilver Canada Transaction, the cash fee calculated in accordance with Sections 3(iii) of the Houlihan Agreement. Provided that such fees are paid by Quicksilver Canada, no additional fee shall be payable by QRI in connection with any Quicksilver Canada Transaction. To the extent relevant, Quicksilver Canada and QRI shall negotiate in good faith the application of any adjustment contemplated by section 3(iii)(b) of the Houlihan Agreement.
4. Houlihan Lokey acknowledges that FTI Consulting Canada Inc. ("**FTI**") has been engaged as the exclusive financial advisor to Quicksilver Canada, and Houlihan Lokey agrees to work co-operatively with FTI and to provide FTI with such updates and other information with respect to the Quicksilver Canada Mandate as FTI or Quicksilver Canada may reasonably request.
5. Houlihan Lokey acknowledges and agrees that in the event that Quicksilver Canada becomes subject to proceedings under the *Companies' Creditors Arrangement Act* (Canada), whether voluntarily or involuntarily, this Agreement, and any payments to be made under this Agreement by Quicksilver Canada to Houlihan Lokey, will be subject to court approval. Quicksilver Canada agrees to seek the court's approval of any payments agreed to be made under this Agreement.
6. Houlihan Lokey acknowledges that, as a result of QRI being the sole shareholder and a significant unsecured creditor of Quicksilver Canada, notwithstanding the Houlihan Agreement, Houlihan Lokey agrees that will not disclose information with respect to the Quicksilver Canada Mandate to QRI without the approval of Quicksilver Canada's Chief Executive Officer, Chief Financial Officer or Quicksilver Canada's Board of Directors. Houlihan Lokey and Quicksilver Canada will work together to address and resolve any issues that may arise in that regard.

If the foregoing corrects sets forth our agreement, please sign and return to us a copy of this Agreement.

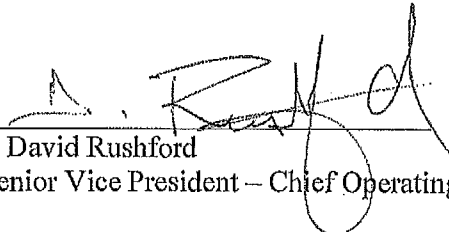
Very truly yours,

HOULIHAN LOKEY CAPITAL, INC.

By: 

Accepted and agreed to as of the Effective Date:

QUICKSILVER RESOURCES CANADA INC.

By:   
J. David Rushford  
Senior Vice President – Chief Operating Officer

**Exhibit A**  
**Houlihan Agreement**



# HOULIHAN LOKEY

## ENGAGEMENT LETTER

*Personal and Confidential*

Effective as of January 27, 2014

Quicksilver Resources Inc.  
801 Cherry Street, Suite 3700, Unit 19  
Fort Worth, TX 76102  
Attn: Mr. Glenn Darden, Chief Executive Officer and President

Dear Ladies and Gentlemen:

This letter agreement (this "Agreement") confirms the terms under which Quicksilver Resources Inc. (collectively with its direct and indirect subsidiaries, the "Company") has engaged Houlihan Lokey Capital, Inc. ("Houlihan Lokey"), effective as of the date indicated above (the "Effective Date"), as its financial advisor to provide financial advisory and investment banking services in connection with a financial restructuring or reorganization of the Company, and/or one or more merger and/or acquisition transactions involving the Company, and/or one or more financing transactions for the Company and with respect to such other financial matters as to which the Company and Houlihan Lokey may agree in writing during the term of this Agreement.

1. **Services.** In connection with each potential Transaction (as defined below), Houlihan Lokey will assist and advise the Company and the Board of Directors of Quicksilver Resources (the "Board") with the analysis, evaluation, pursuit and effectuation of any such Transaction. Houlihan Lokey's services will consist of, if appropriate and if requested by the Company or the Board, (i) evaluating the Company's strategic options, focusing on both near- and long-term issues; (ii) reviewing the Company's liquidity needs to determine financing or additional resources necessary to support the Company's immediate requirements and longer-term strategic initiatives; (iii) advising the Company and the Board generally as to available financing and capital restructuring alternatives, including making recommendations of specific courses of action and, if requested, assisting the Company with the implementation of such course(s) of action, including participation as an advisor to the Company in negotiations with creditors and other parties involved; (iv) assisting the Company with the negotiation of any Transaction(s), including participating in negotiations with creditors and other parties involved in any Transaction(s), except to the extent provided below; (v) assisting the Company in evaluating indications of interest and proposals regarding any Transaction(s) from current and/or potential lenders, equity investors, acquirers and/or strategic partners; (vi) assisting the Company in the development and distribution of selected information, documents and other materials, including, if appropriate, advising the

Company in the preparation of offering memoranda; (vii) providing expert advice and testimony regarding financial matters related to any Transaction(s), if necessary; (viii) attending meetings of the Board, creditor groups, official constituencies and other interested parties, as the Company and Houlihan Lokey mutually agree, except to the extent provided below; and (iv) providing such other financial advisory and investment banking services as may be required by additional issues and developments not anticipated on the Effective Date, as described in Section 9 of this Agreement. In the event that, in order to accomplish a Transaction, the Company undertakes an "exchange offer" pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (a "3(a)(9) Offer") it is agreed and understood that Houlihan Lokey shall not (a) engage, directly or indirectly, in the solicitation of the exchange or any consent, or (b) make recommendations regarding the exchange to security holders or their advisors.

So long as either of Eric Siegert and Adam Dunayer is employed by Houlihan Lokey on a full time basis during the term of this Agreement, Houlihan Lokey shall use commercially reasonable efforts to cause them to provide (or supervise the provision of) such services. It is understood and agreed that if either of Eric Siegert and Adam Dunayer is no longer employed by Houlihan Lokey on a full time basis during the term of this Agreement, Houlihan Lokey will seek the Company's consent regarding which of its employees will replace them in providing (or supervising the provision of) the services contemplated herein going forward; provided, however, that such consent shall not be unreasonably withheld by the Company.

2. **Exclusive Agency.** Except for Excluded Transactions (defined below), the Company agrees that neither it nor its management will initiate any discussions regarding a Transaction during the term of this Agreement, except with prior consultation with Houlihan Lokey; provided, however, that (i) the Company has advised Houlihan Lokey that it is currently in discussions regarding those transactions set forth in the attached Exhibit A (the "Excluded Transactions"), (ii) the Company has agreed to keep Houlihan Lokey fully apprised of the status of the Excluded Transactions, and (iii) Houlihan Lokey and the Company have agreed that discussions regarding the Excluded Transactions shall occur without the involvement of Houlihan Lokey; and provided further that no Transaction shall be considered an Excluded Transaction if such Transaction is effectuated in the context of a Chapter 11 bankruptcy process and a transaction fee is not paid to another investment bank or financial advisor. In the event the Company or its management receives any inquiry regarding a Transaction from any party, the Company shall promptly inform Houlihan Lokey of such inquiry so that Houlihan Lokey can assist the Company in evaluating such party and its interest in a Transaction and in any resulting negotiations.

3. **Fees.** In consideration of Houlihan Lokey's acceptance of this engagement, the Company shall pay the following:

- (i) ***Initial Fee:*** In addition to the other fees provided for herein, upon the execution of this Agreement, the Company shall pay Houlihan Lokey a nonrefundable cash fee of \$175,000.00, which shall be earned upon Houlihan Lokey's receipt thereof in consideration of Houlihan Lokey accepting this engagement ("Initial Fee");
- (ii) ***Monthly Fees:*** In addition to the other fees provided for herein, upon the first monthly anniversary of the Effective Date, and on every monthly anniversary of the Effective Date during the term of this Agreement, the Company shall pay Houlihan Lokey in advance, without notice or invoice, a nonrefundable cash fee of: (i) \$175,000.00 on the first and second monthly anniversaries of the Effective Date; and (ii) \$150,000.00 for each monthly anniversary of the Effective Date thereafter (provisos (i) and (ii) are together referred to herein as the "Monthly Fees"). Beginning with the sixth monthly anniversary of the Effective Date, 50% of each Monthly Fee paid to Houlihan Lokey will credit against any Transaction Fees payable to Houlihan Lokey pursuant to this Agreement, it being expressly understood that no part of a Monthly Fee shall be credited more than once and that in no event shall the

Transaction Fees be reduced below zero. No additional Monthly Fee shall be paid after the payment of any final transaction fee referred to in paragraph 3(iii)(a) below with respect to a 3(a)(9) Offer. Each Monthly Fee shall be earned upon Houlihan Lokey's receipt thereof in consideration of Houlihan Lokey accepting this engagement and performing services as described herein; and

(iii) *Transaction Fee(s)*: In addition to the other fees provided for herein, the Company shall pay Houlihan Lokey the following transaction fee(s):

a. *Restructuring Transaction Fee*. Upon the earlier to occur of: (I) in the case of an out-of-court Restructuring Transaction (as defined below), the closing of such Restructuring Transaction; and (II) in the case of an in-court Restructuring Transaction, the date that the requisite consents to a "pre-packaged" plan of reorganization under Chapter 11 of the Bankruptcy Code are obtained - or - the date of confirmation of a plan under Chapter 11 of the Bankruptcy Code pursuant to an order of the applicable bankruptcy court, Houlihan Lokey shall earn, and the Company shall promptly pay to Houlihan Lokey, a cash fee ("Restructuring Transaction Fee") without duplication equal to the sum of: (i) 0.75% of any of the Company's outstanding principal amount (including committed but undrawn capacity) of debt securities and/or other indebtedness, obligations or liabilities (including without limitation preferred stock, partnerships interests, lease obligations, trade credit facilities, collective bargaining agreements and other contract or tort obligations, but expressly excluding any obligations of the Company to Houlihan Lokey under this Agreement and any liabilities that would not be required to be reflected on a balance sheet of the Company prepared in accordance with United States generally accepted accounting principles, as consistently applied by the Company) of any entity comprising the Company, including accrued and/or accreted interest thereon, which are outstanding as of the Effective Date, including, without limitation, interest bearing trade debt (the "Indebtedness"), up to and including \$500.0 million, that is restructured pursuant to a Restructuring Transaction (as defined herein); (ii) 0.55% of any Indebtedness greater than \$500.0 million but less than or equal to \$1.0 billion that is restructured pursuant to a Restructuring Transaction; (iii) 0.40% of any Indebtedness greater than \$1.0 billion but less than or equal to \$1.5 billion that is restructured pursuant to a Restructuring Transaction; and (iv) 0.35% of any Indebtedness greater than \$1.5 billion that is restructured pursuant to a Restructuring Transaction; provided that, in the event the Restructuring Transaction is undertaken as a 3(a)(9) Offer, the Restructuring Transaction Fee, whether or not as a part of a Plan, shall be earned and payable immediately upon the first mailing, delivery or other dissemination of offering documents pursuant to the 3(a)(9) Offer;

b. *Sale Transaction Fee*. Upon the closing of each Sale Transaction (as defined below), Houlihan Lokey shall earn, and the Company shall thereupon pay immediately and directly from the gross proceeds of such Sale Transaction, as a cost of such Sale Transaction, a cash fee ("Sale Transaction Fee") based upon Aggregate Gross Consideration ("AGC"), calculated as follows:

0% if the gross proceeds of such Sale Transaction are less than \$40 million, it being assumed that Houlihan Lokey will not be responsible for assisting the Company with any such Sale Transactions

If the gross proceeds of such Sale Transaction are equal to or greater than \$40 million, but less than \$250 million, the greater of (i) \$750,000 or (ii) 1% of AGC



.90% of AGC if the gross proceeds of such Sale Transaction are equal to or greater than \$250 million, but less than \$500 million

.80% of AGC if the gross proceeds of such Sale Transaction are equal to or greater than \$500 million, but less than \$1 billion

.70% of AGC if the gross proceeds of such Sale Transaction are equal to or greater than \$1 billion

If more than one Sale Transaction is consummated, Houlihan Lokey shall be compensated based on the AGC from all Sale Transactions, calculated in the manner set forth above

Houlihan Lokey shall credit 75% of any Sale Transaction Fee payable against a subsequent or simultaneous Restructuring Transaction Fee, provided that the Restructuring Transaction Fee is greater than \$8,000,000; otherwise Houlihan Lokey shall credit 25% of any Sale Transaction Fee payable against a subsequent or simultaneous Restructuring Transaction Fee.

- c. *Financing Transaction Fee.* Upon the closing of each Financing Transaction (as defined below), Houlihan Lokey shall earn, and the Company shall thereupon pay immediately and directly from the gross proceeds of such Financing Transaction, as a cost of such Financing Transaction, a cash fee ("Financing Transaction Fee") equal to the sum of: (I) 0.75% of the gross proceeds of any indebtedness raised or committed that is senior to other indebtedness of the Company, secured by a first priority lien and unsubordinated, with respect to both lien priority and payment, to any other obligations of the Company (including with respect to debtor-in-possession financing); (II) 1.5% of the gross proceeds of any indebtedness raised or committed that is secured by a lien (other than a first lien) and/or is unsecured; (III) 2.5% of the gross proceeds of any indebtedness raised or committed that is subordinated; and (IV) 5.0% of the gross proceeds of all newly issued equity or equity-linked securities of the Company (including, without limitation, convertible securities and preferred stock) placed with or committed to be purchased by a third party; provided, however, that to the extent to that a Financing Transaction occurs following the closing of an Excluded Canadian Transaction<sup>1</sup>, instead of the foregoing, Houlihan Lokey shall instead receive a role in the Financing Transaction, with a minimum allocation of 10.0%. It is understood and agreed that if the proceeds of any such Financing Transaction are to be funded in more than one stage, Houlihan Lokey shall be entitled to its applicable compensation hereunder upon the closing date of each stage. The Financing Transaction Fee(s) shall be payable in respect of any sale of securities whether such sale has been arranged by Houlihan Lokey, by another agent (or other issuer of the Securities in such Financing Transaction) or directly by the Company. Any non-cash consideration provided to or received by the Company in connection with the Financing Transaction (including but not limited to intellectual or intangible property) shall be valued for purposes of calculating the Financing Transaction Fee as equaling the number of Securities issued in exchange for such consideration multiplied by (in the case of debt securities) the face value of each such Security or (in the case of equity securities) the price per Security paid in the then current round of financing. The fees set forth herein shall be in addition to any other fees that the Company may be required to pay to any investor or other purchaser of Securities to secure its financing commitment.

---

<sup>1</sup> Excluded Canadian Transactions shall be defined to include those transactions regarding the Horn River Basin where the Company is already in negotiations with a potential purchaser.

Houlihan Lokey shall credit 75% of any Financing Fee payable against a subsequent or simultaneous Restructuring Transaction Fee, provided that the Restructuring Transaction Fee is greater than \$8,000,000, otherwise Houlihan Lokey shall credit 25% of any Financing Fee payable against a subsequent or simultaneous Restructuring Transaction Fee.

Houlihan Lokey shall earn, and the Company shall thereupon pay immediately and directly from the gross proceeds of such Financing Transaction, a Financing Transaction Fee for any debtor-in-possession ("DIP") financing that is raised equal to 0.375% of the gross proceeds of any DIP financing that is raised.

*Amendment Fee.* Upon the closing of each Amendment Transaction (as defined below), Houlihan Lokey shall earn, and the Company shall promptly pay to Houlihan Lokey, a cash fee (the "Amendment Transaction Fee") equal to \$750,000.00; provided, however, that instead of the foregoing, Houlihan Lokey shall earn \$500,000.00 for all Amendment Transactions involving the Company's existing first lien credit facilities. For the avoidance of doubt, a transaction involving the amendment, modification and/or restatement of those documents and agreements related to the Fortune Creek joint venture shall be an Amendment Transaction. If two or more Amendment Transaction Fees are earned and payable, 50.0% of each Amendment Transaction Fee shall be credited against the sum of any of: (i) the Restructuring Transaction Fee, (ii) Sale Transaction Fee, and (iii) Financing Transaction Fee that are actually paid to Houlihan Lokey. Any Restructuring Transaction Fee, Sale Transaction Fee, Financing Transaction Fee, and Amendment Transaction Fee is each referred to herein as a "Transaction Fee" and are collectively referred to herein as "Transaction Fees." All payments received by Houlihan Lokey pursuant to this Agreement at any time shall become the property of Houlihan Lokey without restriction. No payments received by Houlihan Lokey pursuant to this Agreement will be put into a trust or other segregated account. No Transaction Fee will be paid in connection with an Excluded Transaction. To the extent the Company requests Houlihan Lokey's assistance with one or more of the Excluded Transactions, the applicable Transaction Fee will be mutually agreed upon in writing prior to the commencement of services related to such Excluded Transaction.

4. **Term and Termination.** This Agreement may be terminated at any time by either party upon 15 days' prior written notice to the other party. The expiration or termination of this Agreement shall not affect (i) any provision of this Agreement other than Sections 1 through 3 and (ii) Houlihan Lokey's right to receive, and the Company's obligation to pay, any and all fees, expenses and other amounts due, whether or not any Transaction shall be consummated prior to or subsequent to the effective date of expiration or termination, as more fully set forth in this Agreement.

In addition, notwithstanding the expiration or termination of this Agreement, Houlihan Lokey shall be entitled to full payment by the Company of the Transaction Fees described in this Agreement: (i) so long as a Transaction is consummated during the term of this Agreement, or within 9 months after the date of expiration or termination of this Agreement ("Tail Period"), and/or (ii) if an agreement to consummate a Transaction is executed by any entity comprising the Company during the term of this Agreement, or within the Tail Period, and such Transaction is consummated at any time within 9 months following such execution with the counterparty named in such agreement, or with any affiliate or employee of, or investor in, such counterparty, or any affiliate of any of the foregoing.

5. **Transaction.** As used in this Agreement, the term "Transaction" shall mean any of the following, provided, however, that no Excluded Transaction shall be included within the definition of the term Transaction:

- (i) *Restructuring Transaction.* Any transaction or series of transactions that constitute a material modification, recapitalization or restructuring of the equity and/or debt securities and/or other

indebtedness, obligations or liabilities (including, without limitation, preferred stock, partnership interests, lease obligations, trade credit facilities, collective bargaining agreements and other contract or tort obligations) of the Company, including accrued and/or accreted interest thereon, which are outstanding as of the Effective Date, including, without limitation, interest bearing trade debt which recapitalization or restructuring is effected pursuant to an exchange transaction, tender offer, a plan under the Bankruptcy Code, a solicitation of consents, waivers, acceptances or authorizations, any change of control transaction, any refinancing, sale, acquisition, merger, repurchase, exchange, conversion to equity, cancellation, forgiveness, retirement and/or a modification or amendment to the terms, conditions, or covenants (including, without limitation, the principal balance, accrued or accreted interest, payment term, other debt service requirement and/or financial or operating covenant) of any agreements or instruments governing any of the equity and/or debt securities and/or other indebtedness of any entity comprising the Company (such modification or amendment shall include, without limitation, any forbearance with respect to any payment obligation) or any combination of the foregoing transactions (each a "Restructuring Transaction");

- (ii) *Sale Transaction.* Any transaction or series of related transactions that constitute the disposition to one or more third parties (including, without limitation, any person, group of persons, partnership, corporation or other entity, and also including, among others, any of the existing owners, shareholders, employees, or creditors of any entity comprising the Company and/or the affiliates of each) in one or a series of related transactions of (a) all or a material portion of the issued and outstanding equity securities of any entity comprising the Company or any interest held by any entity comprising the Company and/or (b) all or substantially all of the assets (including the assignment of any executory contracts) or operations of any entity comprising the Company or any joint venture or partnership or other entity formed by it (other than the sale of inventory in the ordinary course of business), in either case, including, without limitation, through a sale or exchange of capital stock, options or assets with or without a purchase option, a merger, consolidation or other business combination, an exchange or tender offer, a recapitalization, the formation of a joint venture, partnership or similar entity, or any similar transaction, including, without limitation, any sale transaction under Sections 363, 1129 or any other provision of Title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the "Bankruptcy Code") (each a "Sale Transaction");
- (iii) *Financing Transaction.* (a) Any transaction or series of related transactions that constitutes any refinancing of all or any portion of the existing obligations of any entity comprising the Company and/or (b) the placement, raising or issuance of any form of equity, equity-linked or debt securities (including, without limitation, any convertible securities, preferred stock, unsecured, non-senior or subordinated debt securities, and/or senior notes or bank debt) or any loan or other financing, including any "debtor in possession financing" or "exit financing" in connection with a case under the Bankruptcy Code by any entity comprising the Company (any or all of which being "Securities"), from any source including, without limitation, any of the existing owners, shareholders, employees, or creditors of any entity comprising the Company (whether or not such transaction is effectuated in-court, out-of-court, through the confirmation of a plan of reorganization or otherwise under the Bankruptcy Code, or whether the requisite consents to such transaction(s) are obtained in-court or out-of-court) (each a "Financing Transaction"); or
- (iv) *Amendment Transaction.* Any amendment or waiver effecting a change in the terms of the Company's Indebtedness (as defined earlier herein) or a forbearance, in each case, which does not otherwise constitute a Restructuring Transaction (an "Amendment Transaction").

Each debt facility, tranche of debt, or series of notes that is so amended, waived, or foreborne shall be considered a separate Amendment Transaction.

6. **Aggregate Gross Consideration (“AGC”)**. For the purpose of calculating the Sale Transaction Fee, the AGC shall be the gross proceeds and other consideration paid to, or received by any entity comprising the Company, or any of its equity or debt holders, or other parties in interest, including, without limitation, holders of warrants and convertible securities, and holders of options or stock appreciation rights, whether or not vested (collectively “Constituents”), in connection with the relevant Sale Transaction. Such proceeds and consideration shall be deemed to include, without limitation: amounts in escrow received by the Company and any deposits or other amounts forfeited by any investor and received by the Company; cash, notes, securities, and other property; payments made in installments; Contingent Payments (as defined below) and/or insurance proceeds upon the occurrence of an insurable event that diminishes the value of the Company. If, in the Sale Transaction, no consideration is being paid in respect of the existing equity, AGC of the retained equity shall be determined by the good faith agreement of the parties as to the value of such retained equity implied by the Sale Transaction. In addition, if any of the liabilities of any entity comprising the Company are assumed, decreased, reinstated, satisfied or otherwise paid off in conjunction with a Sale Transaction (by any entity comprising the Company or any investor, in the form of “cure” payments or otherwise), or any of the assets of any entity comprising the Company are sold or otherwise transferred outside of the Company’s ordinary course of business to another party prior to the closing of a Sale Transaction (including, without limitation, any dividends or distributions paid to security holders or amounts paid to repurchase any securities but expressly excluding any Excluded Transaction), the AGC will be increased to reflect the face value of any such liabilities and the fair market value of any such assets. Contingent Payments shall be defined as the consideration received by the Company, or any of its Constituents and/or any other parties in the form of deferred performance-based payments, “earn-outs”, or other contingent payments based upon the future performance of any entity comprising the Company, or any of its businesses or assets.

7. **Value of Consideration**. For the purpose of calculating the AGC received in a Sale Transaction, any securities, other than a promissory note, will be valued at the time of the announcement of the Sale Transaction, without regard to any restrictions on transferability, as follows: (i) if such securities are traded on a stock exchange, the securities will be valued at the average last sale or closing price for the twenty trading days immediately prior to the announcement of the Sale Transaction; (ii) if such securities are traded primarily in over-the-counter transactions, the securities will be valued at the mean of the closing bid and asked quotations similarly averaged over a twenty trading day period immediately prior to the announcement of the Sale Transaction; and (iii) if such securities have not been traded prior to the announcement of the Sale Transaction, Houlihan Lokey and the Company shall negotiate in good faith to agree on a fair valuation thereof, without regard to any restrictions on transferability, for the purposes of calculating the AGC. For any lease payments and other consideration that is not freely tradable or has no established public market, if the consideration utilized consists of property other than securities, then the value of such property shall be the fair market value thereof as determined in good faith by Houlihan Lokey and the Company. If a Sale Transaction involves a land swap, then the value of such land swap for purposes of determining AGC shall be equal to the difference between the fair market value of land assigned to a third party by the Company and the fair market value of the land received from a third party by the Company (for the avoidance of doubt, to the extent that the fair market value of the land assigned to a third party by the Company and the fair market value of the land received from a third party by the Company is equal, the Sale Transaction shall have no AGC associated with such land swap). If any consideration to be paid is computed in any foreign currency, the value of such foreign currency shall, for purposes hereof, be converted into U.S. dollars at the prevailing exchange rate on the date or dates on which such consideration is payable. The value of any purchase money or other promissory notes shall be deemed to be the face amount thereof and shall be payable when received by the Company. In the event the AGC includes any Contingent Payments, Houlihan Lokey’s Transaction Fee shall be calculated based on the mutually agreed value of such Contingent Payments as of closing. If the parties cannot reach such

an agreement, an additional Sale Transaction Fee shall be paid to Houlihan Lokey from, and on account of, such Contingent Payments at the same time that each of such Contingent Payments are received regardless of any prior termination or expiration of this Agreement. Each such additional Sale Transaction Fee shall be calculated pursuant to the provisions of this Agreement based upon the amount of each such Contingent Payment.

8. **Characterization of Multiple and/or Complex Transactions.** In the event the Company and Houlihan Lokey are unable to agree in good faith upon the classification of any single Transaction as a Restructuring Transaction, Sale Transaction or Financing Transaction, or if a single Transaction with only one third party shall consist of two, or more, of the foregoing types of Transactions, or elements thereof, Houlihan Lokey shall receive only one Transaction Fee in respect of such Transaction, which shall be equal to the greater of the Restructuring Transaction Fee, Sale Transaction Fee or Financing Transaction Fee, as applicable, as calculated in accordance with the terms of this Agreement. For the avoidance of doubt, if two or more single Transactions occur simultaneously or at different times, whether or not they are connected with or related to one another, the Company shall pay Houlihan Lokey the Transaction Fee for each such Transaction in addition to, and not in lieu of, each other.

9. **Reasonableness of Fees.** The parties acknowledge that this engagement will require a substantial professional commitment of time and effort by Houlihan Lokey. Moreover, the amount of time and effort may vary substantially during different periods of the engagement. As a result, in order to ensure the availability of all necessary professional resources, whenever required, Houlihan Lokey may be foreclosed from pursuing other alternative engagement opportunities. In light of the foregoing, and given: (i) the numerous issues which can currently be anticipated in engagements such as this, (ii) Houlihan Lokey's commitment to the variable level of time and effort necessary to address such issues, (iii) the expertise and capabilities of Houlihan Lokey that will be required in this engagement, and (iv) the market rate for Houlihan Lokey's services of this nature, whether in-court or out-of-court, the parties agree that the fee arrangement provided for herein is reasonable, fairly compensates Houlihan Lokey, and provides the requisite certainty to the Company. The parties further agree and acknowledge that: (a) additional issues and developments, not currently anticipated, may arise and have an impact upon the services to be rendered by Houlihan Lokey hereunder, and may result in substantially more work and/or services being performed by Houlihan Lokey than is anticipated at this time; and (b) as a result of such unanticipated issues and/or developments, the results of Houlihan Lokey's services under this Agreement may also be substantially more beneficial than anticipated at this time. Accordingly, in the event of the occurrence of (a) and/or (b), in the prior sentence, each of the parties to this Agreement may, at the conclusion of the services rendered by Houlihan Lokey pursuant hereto, agree to a modification of the Transaction Fees described herein to more appropriately reflect the actual work performed, services rendered and/or any extraordinary results achieved by Houlihan Lokey pursuant to its engagement hereunder.

10. **Expenses.** In addition to all of the other fees and expenses described in this Agreement, and regardless of whether any Transaction is consummated, the Company shall, upon Houlihan Lokey's request, reimburse Houlihan Lokey for its reasonable and actual out-of-pocket expenses incurred from time to time in connection with its services hereunder prior to termination (or related to Houlihan Lokey's pre-termination services). Houlihan Lokey bills its clients for its reasonable out-of-pocket expenses including, but not limited to (i) travel-related and certain other expenses, without regard to volume-based or similar credits or rebates Houlihan Lokey may receive from, or fixed-fee arrangements made with, travel agents, airlines or other vendors, and (ii) research, database and similar information charges paid to third party vendors, and postage, telecommunication and duplicating expenses, to perform client-related services that are not capable of being identified with, or charged to, a particular client or engagement in a reasonably practicable manner, based upon a uniformly applied monthly assessment or percentage of the fees due to Houlihan Lokey.

Houlihan Lokey shall, in addition, be reimbursed by the Company for the fees and expenses of Houlihan Lokey's legal counsel incurred in connection with the negotiation and performance of this Agreement and the matters contemplated hereby, not to exceed \$25,000 without the Company's written consent, which consent shall not be unreasonably withheld.

11. **Invoicing and Payment.** All amounts payable to Houlihan Lokey shall be made in lawful money of the United States in accordance with the payment instructions set forth on the invoice provided with this Agreement, or to such accounts as Houlihan Lokey shall direct, and the Company shall provide contemporaneous written notice of each such payment to Houlihan Lokey. All amounts invoiced by Houlihan Lokey shall be exclusive of value added tax, withholding tax, sales tax and any other similar taxes ("Taxes"). All amounts charged by Houlihan Lokey will be invoiced together with Taxes where appropriate.

12. **Information.** The Company will provide Houlihan Lokey with access to management and other representatives of the Company and other participants in the Transaction, as reasonably requested by Houlihan Lokey. The Company will furnish Houlihan Lokey with such information as Houlihan Lokey may reasonably request for the purpose of carrying out its engagement hereunder, all of which will be, to the Company's best knowledge, accurate and complete at the time furnished. The Company further represents and warrants that any financial projections delivered to Houlihan Lokey have been or will be reasonably prepared in good faith on bases reflecting the best currently available estimates and judgments of the future financial results and condition of the Company. The Company will promptly notify Houlihan Lokey in writing of any material inaccuracy or misstatement in, or material omission from, any information previously delivered to, or discussed with, Houlihan Lokey, or any materials provided to any interested party. Houlihan Lokey shall rely, without independent verification, on the accuracy and completeness of all information that is publicly available and of all information furnished by or on behalf of the Company or any other potential party to any Transaction or otherwise reviewed by, or discussed with, Houlihan Lokey. The Company understands and agrees that Houlihan Lokey will not be responsible for the accuracy or completeness of such information, and shall not be liable for any inaccuracies or omissions therein. The Company acknowledges that Houlihan Lokey has no obligation to conduct any appraisal of any assets or liabilities of the Company or any other party or to evaluate the solvency of any party under any applicable laws relating to bankruptcy, insolvency or similar matters. Any advice (whether written or oral) rendered by Houlihan Lokey pursuant to this Agreement is intended solely for the use of the Board of Directors of the Company (solely in its capacity as such) in evaluating a Transaction, and such advice may not be relied upon by any other person or entity or used for any other purpose. Any advice rendered by, or other materials prepared by, or any communication from, Houlihan Lokey (including, without limitation, the Opinion (as defined below), if rendered) may not be disclosed, in whole or in part, to any third party, or summarized, quoted from, or otherwise referred to in any manner without the prior written consent of Houlihan Lokey, except as otherwise provided herein. In addition, except as required by applicable law or otherwise provided herein, neither Houlihan Lokey nor the terms of this Agreement may otherwise be referred to without our prior written consent.

13. **Confidential Information.** Houlihan Lokey acknowledges that, in connection with the services to be provided pursuant to this Agreement, certain confidential, non-public and proprietary information concerning the Company and the Transaction ("Confidential Information") has been or may be disclosed by the Company to Houlihan Lokey or its employees, affiliates, attorneys, subcontractors and advisors (collectively, "Representatives"). On January 23, 2014, Houlihan Lokey and the Company entered into a Confidentiality Agreement (the "Confidentiality Agreement"). Houlihan Lokey agrees that the Confidentiality Agreement remains in full force and effect and that all Confidential Information provided to Houlihan Lokey pursuant to this Agreement shall be subject to and treated in accordance with the Confidentiality Agreement.

14. **Additional Provisions Regarding Financing Transaction.** The Company authorizes Houlihan Lokey, upon the Company's prior written consent, to provide an information memorandum (or similar document) (as such document may be amended or supplemented and including any information incorporated therein by reference, the "Information Memorandum") and other pertinent information to prospective investors and other purchasers and agrees not to transmit the Information Memorandum to prospective investors or other purchasers without Houlihan Lokey's prior approval. The Company will be solely responsible for the contents of the Information Memorandum and any and all other written or oral communications provided by or on behalf of the Company to any actual or prospective investor or other purchaser. The Company represents and warrants that the Information Memorandum and such other communications will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If an event occurs as a result of which the Information Memorandum (as then supplemented or amended) would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Company will promptly notify Houlihan Lokey of such event and Houlihan Lokey will suspend solicitations of prospective investors and other purchasers until such time as the Company prepares (and the Company agrees that, if the solicitation of prospective investors and other purchasers has been so suspended after the Company has accepted orders from prospective investors or other purchasers, the Company will promptly prepare) a supplement or amendment to the Information Memorandum which corrects such statement(s) or omission(s). The Company will (i) make available to each bona fide offeree of the Securities such information (in addition to that contained in the Information Memorandum) concerning the offering of the Securities, the Company and any other relevant matters, and (ii) will provide each bona fide offeree the opportunity to ask questions of, and receive answers from, the officers and employees of the Company concerning the terms and conditions of the offering of the Securities.

The Company acknowledges that closing of a Financing Transaction is subject, among other factors, to acceptable documentation, market conditions, and satisfaction of the conditions set forth in one or more agreements to be entered into with any financier, lender, investor or other purchaser of Securities. It is expressly understood that this engagement does not constitute any commitment, express or implied, on the part of Houlihan Lokey to acquire, and does not ensure the successful placement of, any portion of the Securities. The Company further acknowledges and agrees that Houlihan Lokey is not acting as an underwriter of the Securities and shall have no responsibility or obligation to underwrite the Securities.

In connection with all offers and sales of the Securities, the Company will cause to be addressed and delivered to Houlihan Lokey a written opinion of Company counsel acceptable to Houlihan Lokey containing (i) an opinion to the effect that the placement of Securities was exempt from registration under the Securities Act of 1933, as amended (the "Act"), and (ii) any other opinions of counsel that have been provided to investors or other purchasers of the Securities or which Houlihan Lokey may reasonably request. The Company also will cause to be furnished to Houlihan Lokey at or after each closing of a sale of Securities copies (addressed to Houlihan Lokey, if requested and as appropriate) of such agreements, opinions, certificates and other documents (including, without limitation, accountant's letters) as Houlihan Lokey may reasonably request. The Company hereby acknowledges and agrees that Houlihan Lokey shall be entitled to rely upon the representations and warranties made (whether pursuant to a subscription agreement or in any other format) to investors or other purchasers of Securities and the Company shall be deemed to have made such representations and warranties to and for the benefit of Houlihan Lokey.

It is understood that the offer and sale of the Securities in a Financing Transaction will be exempt from the registration requirements of the Act, pursuant to Section 4(2) thereof. The Company has not taken, and will not take, any action, directly or indirectly, so as to cause the transactions contemplated by this Agreement to fail to be entitled to exemption under Section 4(2) of the Act. The Company will

promptly from time to time take such reasonable action as necessary to qualify the Securities as a private placement under the securities laws of such States and foreign jurisdictions as any prospective investor or other purchaser may reasonably request and will comply with applicable laws. The Company shall cause the issuer of the Securities to offer and sell the Securities only to investors and other purchasers of the Securities that they reasonably believe to be "accredited investors", as defined in Rule 501 of Regulation D under the Act. The Company will cause the issuer of the Securities to file in a timely manner with the Securities and Exchange Commission (the "SEC") and/or each other regulatory authority any notices or other filings with respect to the Securities required by Rule 503 of Regulation D under the Act and/or other applicable law or regulation and will upon request furnish to Houlihan Lokey a signed copy of each such notice or filing promptly after its submission.

The Company represents and warrants that it has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended ("1934 Act") (all of the foregoing filed prior to the Effective Date and all exhibits included therein and financial statements, notes and schedules thereto and documents incorporated by reference therein being hereinafter referred to as the "SEC Documents"). As of their respective dates, all SEC Documents complied in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective dates, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto.

15. **Limitations on Services as Advisor.** Houlihan Lokey's services are limited to those specifically provided in this Agreement, or subsequently agreed upon in writing, by the parties hereto. Houlihan Lokey shall have no obligation or responsibility for any other services including, without limitation, any crisis management or business consulting services related to, among other things, the implementation of any operational, organizational, administrative, cash management, or similar activities. The parties understand that Houlihan Lokey is being engaged hereunder as an independent contractor to provide the services hereunder solely to the Company, and that Houlihan Lokey is not acting as an agent or fiduciary of the Company, its security holders or creditors or any other person or entity in connection with this engagement, and the Company agrees that it shall not make, and hereby waives, any claim based on an assertion of such an agency or fiduciary relationship. In performing its services pursuant to this Agreement, Houlihan Lokey is not assuming any responsibility for the Company's decision on whether to pursue, endorse or support any business strategy, or to effect, or not to effect, any Transaction(s), which decision shall be made by the Company in its sole discretion. Any duties arising by reason of this Agreement or as a result of the services to be rendered by Houlihan Lokey hereunder will be owed solely to the Company. In connection with any Transaction purported by the Company to be made pursuant to a 3(a)(9) Offer, the Company has not paid any commission or other remuneration, directly or indirectly, for soliciting or recommending such 3(a)(9) Offer to any soliciting broker, dealer, salesman, agent, employee or director of the Company, or any other person involved in any way on behalf of the Company in conflict with such Section 3(a)(9).

16. **Bankruptcy Court Approval.** In the event that the Company is or becomes a debtor under Chapter 11 of the Bankruptcy Code, whether voluntarily or involuntarily, the Company shall seek an order authorizing the employment of Houlihan Lokey pursuant to the terms of this Agreement, as a professional person pursuant to, and subject to the standard of review of, Section 328(a) of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and applicable local rules and orders and not subject to any other standard of review under Section 330 of the Bankruptcy Code. In so agreeing to seek Houlihan Lokey's retention under Section 328(a) of the



Bankruptcy Code, the Company acknowledges that it believes that Houlihan Lokey's general restructuring experience and expertise, its knowledge of the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company in pursuing any Transaction, that the value to the Company of Houlihan Lokey's services derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the contingent Transaction Fee(s) is reasonable regardless of the number of hours to be expended by Houlihan Lokey's professionals in the performance of the services to be provided hereunder. The Company shall submit Houlihan Lokey's employment application as soon as practicable following the Company's filing of a voluntary Chapter 11 case, or the entry of an order for relief in any involuntary case filed against the Company, and use its best efforts to cause such application to be considered on the most expedited basis. The employment application and the proposed order authorizing employment of Houlihan Lokey shall be provided to Houlihan Lokey as much in advance of any Chapter 11 filing as is practicable, and must be acceptable to Houlihan Lokey in its sole discretion. Following entry of the order authorizing the employment of Houlihan Lokey, the Company shall pay all fees and expenses due pursuant to this Agreement, as approved by the court having jurisdiction of the bankruptcy case involving the Company (the "Bankruptcy Court"), as promptly as possible in accordance with the terms of this Agreement and the order of such Bankruptcy Court, the Bankruptcy Code, the Bankruptcy Rules and applicable local rules and orders, and will work with Houlihan Lokey to promptly file any and all necessary applications regarding such fees and expenses with the Bankruptcy Court. Houlihan Lokey shall have no obligation to provide services under this Agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless Houlihan Lokey's retention under this Agreement is approved under Section 328(a) of the Bankruptcy Code by final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which is acceptable to Houlihan Lokey in all respects. If the order authorizing the employment of Houlihan Lokey is not obtained, or is later reversed or set aside for any reason, Houlihan Lokey may terminate this Agreement, and the Company shall reimburse Houlihan Lokey for all fees and expenses reasonably incurred prior to the date of expiration or termination, subject to the requirements of the Bankruptcy Code, Bankruptcy Rules and applicable local rules and orders. Prior to commencing a Chapter 11 case, the Company shall pay all amounts due and payable to Houlihan Lokey in cash. The terms of this Section are solely for the benefit of Houlihan Lokey, and may be waived, in whole or in part, only by Houlihan Lokey.

17. **Additional Services.** To the extent Houlihan Lokey is requested by the Company to perform any financial advisory or investment banking services which are not within the scope of this engagement (such as rendering a fairness opinion), the Company shall pay Houlihan Lokey such fees as shall be mutually agreed upon by Houlihan Lokey and the Company in writing, in advance, depending on the level and type of services required, and shall be in addition to the fees and expenses described hereinabove.

If the Company, or the special committee if one is formed by the Company (the "Committee"), so requests and it is appropriate under the circumstances, Houlihan Lokey may, in its sole discretion, render an opinion (the "Opinion") as to the fairness, from a financial point of view, to the Company or holders of the common stock of the Company, as appropriate, of the consideration to be received, or the exchange ratio provided for, in a Sale Transaction involving the sale of (a) more than 50% of the outstanding shares of the common stock of the Company, or (b) all or substantially all of the assets of the Company constituting a change of control of the Company. The nature and scope of Houlihan Lokey's analysis as well as the form and substance of the Opinion shall be such as Houlihan Lokey deems appropriate. Houlihan Lokey shall be responsible only for the conclusions or opinions set forth in its written Opinion, and the Opinion will be subject to the limitations, qualifications and standards of conduct set forth therein. The Opinion will be furnished solely for the use of the Board of Directors of the Company, or the Committee (solely in its capacity as such) in connection with its evaluation of the Sale Transaction and may not be relied upon by any other person or entity or used for any other purpose without our express, prior written consent. In addition, if the Company is required under the federal securities laws to include

the text of the Opinion and a description thereof in any proxy statement or other similar communication required to be filed by the Company with the Securities and Exchange Commission and delivered to the holders of the Company's common stock in connection with the Sale Transaction, the Company may do so, provided that (i) if the Opinion is included in such materials, the Opinion will be reproduced therein only in its entirety, and (ii) the content and context of any such inclusion or description (including, without limitation, any reference to Houlihan Lokey, the engagement of Houlihan Lokey, the services provided by Houlihan Lokey or the Opinion) shall be subject to Houlihan Lokey's prior review and written approval (and, if applicable, formal written consent and (iii) the Company shall, as a condition to such approval, pay Houlihan Lokey an additional fee, which shall be mutually agreed upon by the parties hereto.)

If the Company determines that an Opinion is necessary, the Company shall pay Houlihan Lokey, in addition to the other fees set forth in this Agreement, an additional cash fee to be mutually agreed (the "Opinion Fee"), which shall be payable at the time Houlihan Lokey notifies the Company that it is prepared to render an Opinion. No portion of the Opinion Fee is contingent upon the closing of the Sale Transaction or any conclusions set forth in the Opinion.

18. **Required Services.** If Houlihan Lokey is required to render services not described herein, but which relate directly or indirectly to the subject matter of this Agreement (including, but not limited to, producing documents, answering interrogatories, attending depositions, giving expert or other testimony, whether by subpoena, court process or order, or otherwise), the Company shall pay Houlihan Lokey additional fees to be mutually agreed upon for such services, plus reasonable related out-of-pocket costs and expenses, including, among other things, the reasonable legal fees and expenses of Houlihan Lokey's counsel in connection therewith.

19. **Credit.** After the announcement or closing of any Transaction, Houlihan Lokey may, at its own expense, place announcements on its corporate website and in financial and other newspapers and periodicals (such as a customary "tombstone" advertisement, including the Company's logo or other identifying marks) describing its services in connection therewith. Furthermore, if requested by Houlihan Lokey, the Company agrees that in any press release announcing any Transaction, the Company will include in such press release a mutually acceptable reference to Houlihan Lokey's role as financial advisor to the Company with respect to such Transaction.

20. **Choice of Law; Jury Trial Waiver; Jurisdiction.** THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN NEW YORK. ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. EACH OF HOULIHAN LOKEY AND THE COMPANY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS EQUITY HOLDERS) IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THE ENGAGEMENT OF HOULIHAN LOKEY PURSUANT TO, OR THE PERFORMANCE BY HOULIHAN LOKEY OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT. REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE PARTIES HERETO, EACH PARTY HEREBY IRREVOCABLY CONSENTS AND AGREES THAT ANY CLAIMS OR DISPUTES BETWEEN OR AMONG THE PARTIES HERETO ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT AND MAINTAINED IN ANY FEDERAL OR STATE COURT OF COMPETENT JURISDICTION SITTING IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR

**THE SOUTHERN DISTRICT OF NEW YORK, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS, AND AGREES TO VENUE IN SUCH COURTS; PROVIDED THAT SUCH CONSENT AND AGREEMENT SHALL NOT BE DEEMED TO REQUIRE ANY BANKRUPTCY CASE INVOLVING THE COMPANY TO BE FILED IN SUCH COURTS, AND IF THE COMPANY BECOMES A DEBTOR UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, DURING ANY SUCH CASE, ANY CLAIMS MAY ALSO BE HEARD AND DETERMINED BEFORE THE BANKRUPTCY COURT. EACH PARTY FURTHER IRREVOCABLY SUBMITS AND CONSENTS IN ADVANCE EXCLUSIVELY TO SUCH JURISDICTION AND VENUE IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURTS, AND HEREBY WAIVES IN ALL RESPECTS ANY CLAIM OR OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. THE COMPANY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, SUIT OR CLAIM BROUGHT IN ANY OF THE COURTS REFERRED TO ABOVE SHALL BE CONCLUSIVE AND BINDING UPON IT AND MAY BE ENFORCED IN ANY OTHER COURTS HAVING JURISDICTION OVER IT BY SUIT UPON SUCH JUDGMENT. THE COMPANY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ALL SUCH DISPUTES BY THE MAILING OF COPIES OF SUCH PROCESS TO THE COMPANY AT 801 CHERRY STREET, SUITE 3700, UNIT 19, FORT WORTH, TX 76102, ATTN: GLENN DARDEN AND JOHN REGAN WITH A COPY, WHICH COPY SHALL NOT BE DEEMED NOTICE, TO AKIN GUMP STRAUSS HAUER & FELD LLP, 1700 PACIFIC AVENUE, SUITE 4100, DALLAS, TX 75201, ATTN: SARAH LINK SCHULTZ.**

21. **Indemnification and Standard of Care.** As a material part of the consideration for the agreement of Houlihan Lokey to furnish its services under this Agreement, the Company agrees (i) to indemnify and hold harmless Houlihan Lokey and its affiliates, and their respective past, present and future directors, officers, shareholders, partners, members, employees, agents, representatives, advisors, subcontractors and controlling persons (collectively, the "Indemnified Parties"), to the fullest extent lawful, from and against any and all losses, claims, damages or liabilities (or actions in respect thereof), joint or several, arising out of or related to this Agreement, Houlihan Lokey's engagement under this Agreement, any Transaction or proposed Transaction, or any actions taken or omitted to be taken by an Indemnified Party or the Company in connection with this Agreement and (ii) to reimburse each Indemnified Party for all expenses (including, without limitation, the fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing, defending, settling, compromising or otherwise becoming involved in any action, suit, dispute, inquiry, investigation or proceeding, pending or threatened, brought by or against any person or entity (including, without limitation, any shareholder or derivative action), arising out of or relating to this Agreement, or such engagement, Transaction or actions. However, the Company shall not be liable under the foregoing indemnification provision for any loss, claim, damage or liability which is finally judicially determined by a court of competent jurisdiction to have resulted primarily from the willful misconduct or gross negligence of such Indemnified Party.

If for any reason the foregoing indemnification or reimbursement is unavailable to any Indemnified Party or insufficient fully to indemnify any such party or to hold it harmless in respect of any losses, claims, damages, liabilities or expenses referred to in such indemnification or reimbursement provisions, then the Company shall contribute to the amount paid or payable by the Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and Houlihan Lokey, on the other hand, in connection with the matters contemplated by this Agreement. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Company shall contribute to such amount paid or payable by any Indemnified Party in such proportion as is appropriate to reflect not only such relative benefits, but also the relative fault of the Company, on the one hand, and such Indemnified Party, on the other hand, in connection therewith, as well as any other

relevant equitable considerations. Notwithstanding the foregoing, in no event shall the Indemnified Parties be required to contribute an aggregate amount in excess of the amount of fees actually received by Houlihan Lokey from the Company pursuant to this Agreement. Relative benefits received by the Company, on the one hand, and Houlihan Lokey, on the other hand, shall be deemed to be in the same proportion as (i) the total value paid or received or contemplated to be paid or received by the Company, and its security holders and creditors, as the case may be, pursuant to the transaction(s) (whether or not consummated) contemplated by the engagement hereunder, bears to (ii) the fees received by Houlihan Lokey under this Agreement. The Company shall not settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action, suit, dispute, inquiry, investigation or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not an Indemnified Party is an actual or potential party thereto), unless such settlement, compromise, consent or termination contains a release of the Indemnified Parties reasonably satisfactory in form and substance to Houlihan Lokey.

The Company further agrees that neither Houlihan Lokey nor any other Indemnified Party shall have any liability (whether direct or indirect and regardless of the legal theory advanced) to the Company or any person or entity asserting claims on behalf of or in right of the Company related to or arising out of this Agreement, Houlihan Lokey's engagement under this Agreement, any Transaction or proposed Transaction, or any actions taken or omitted to be taken by an Indemnified Party or the Company in connection with this Agreement, except for losses, claims, damages or liabilities incurred by the Company which are finally judicially determined by a court of competent jurisdiction to have resulted primarily from the willful misconduct or gross negligence of such Indemnified Party.

The Company shall cause any new company that may be formed by the Company, for any purpose, to agree to all of the obligations in this Section to Houlihan Lokey in accordance with the foregoing provisions. Prior to entering into any agreement or arrangement with respect to, or effecting, any (i) merger, statutory exchange or other business combination or proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets, or (ii) significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth in this Agreement, the Company will notify Houlihan Lokey in writing thereof (if not previously so notified) and, if requested by Houlihan Lokey, shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth in this Agreement, including the assumption of such obligations by another party, insurance, surety bonds, the creation of an escrow, or other credit support arrangements, in each case in an amount and upon terms and conditions satisfactory to Houlihan Lokey. The Company agrees that Houlihan Lokey would be irreparably injured by any breach of this Agreement (including, without limitation, the agreement set forth in the immediately preceding sentence), that money damages alone would not be an adequate remedy for any such breach and that, in the event of any such breach, Houlihan Lokey shall be entitled, in addition to any other remedies, to pursue injunctive relief and specific performance.

The indemnity, reimbursement, and other obligations and agreements of the Company set forth herein (i) shall apply to any services provided by Houlihan Lokey in connection with this engagement prior to the Effective Date and to any modifications of this Agreement, (ii) shall be in addition to any obligation or liability which the Company may otherwise have to any Indemnified Party, (iii) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Company or any Indemnified Party or any person controlling any of them, and (iv) shall survive the completion of the services described in, and any expiration or termination of the relationship established by, this Agreement.

22. **Miscellaneous.** This Agreement shall be binding upon the parties hereto and their respective successors, heirs and permitted assigns and any successor, heir or assign of any substantial portion of

such parties' respective businesses and/or assets, including any Chapter 11 or Chapter 7 trustee appointed on behalf of the Company.

Neither Houlihan Lokey nor the Company may assign its rights or obligations under this Agreement without the prior written consent of the other, and any purported assignment of this Agreement in violation of the foregoing shall be null and void.

Nothing in this Agreement, express or implied, is intended to confer or does confer on any person or entity, other than the parties hereto, the Indemnified Parties and each of their respective successors, heirs and permitted assigns, any rights or remedies (directly or indirectly as a third party beneficiary or otherwise) under or by reason of this Agreement or as a result of the services to be rendered by Houlihan Lokey hereunder.

This Agreement is the complete and exclusive statement of the entire understanding of the parties regarding the subject matter hereof, and supersedes all previous agreements or understandings regarding the same, whether written or oral. This Agreement may not be amended, and no portion hereof may be waived, except in a writing duly executed by the parties hereto.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect pursuant to the terms hereof.

To help the United States government fight the funding of terrorism and money laundering activities, the federal law of the United States requires all financial institutions to obtain, verify and record information that identifies each person with whom they do business as a condition to doing business with that person. Accordingly, the Company will provide Houlihan Lokey upon request certain identifying information necessary to verify the Company's identity, such as a government-issued identification number (e.g., a U.S. taxpayer identification number), certified articles of incorporation, a government-issued business license, partnership agreement or trust instrument.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. Such counterparts may be delivered by one party to the other by facsimile or other electronic transmission, and such counterparts shall be valid for all purposes.

The Company has all requisite power and authority to enter into this Agreement. This Agreement has been duly and validly authorized by all necessary action on the part of the Company and has been duly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application with respect to creditors and general principles of equity. Houlihan Lokey has all requisite power and authority to enter into this Agreement. This Agreement has been duly and validly authorized by all necessary action on the part of Houlihan Lokey and has been duly executed and delivered by Houlihan Lokey and constitutes a legal, valid and binding agreement of Houlihan Lokey, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application with respect to creditors and general principles of equity. This Agreement has been reviewed by the signatories hereto and their counsel. There shall be no construction of any provision against Houlihan Lokey because this Agreement was drafted by Houlihan Lokey, and the parties waive any statute or rule of law to such effect.

The Company agrees that it will be solely responsible for ensuring that any Transaction complies with applicable law. The Company understands that Houlihan Lokey is not undertaking to provide any

legal, regulatory, accounting, insurance, tax or other similar professional advice and the Company confirms that it is relying on its own counsel, accountants and similar advisors for such advice.

To the extent that the Company hereunder is comprised of more than one entity or company, the obligations of the Company under this Agreement are joint and several, and any consent, direction, approval, demand, notice or the like given by any one of such entities or companies shall be deemed given by all of them and, as such, shall be binding on the Company.

The Company understands and acknowledges that Houlihan Lokey and its affiliates, including ORIX USA Corporation and its subsidiaries and affiliates (collectively, the "Houlihan Lokey Group"), engage in providing investment banking, securities trading, financing, and financial advisory services and other commercial and investment banking products and services to a wide range of institutions and individuals. In the ordinary course of business, the Houlihan Lokey Group and certain of its employees, as well as investment funds in which they may have financial interests or with which they may co-invest, may acquire, hold or sell, long or short positions, or trade or otherwise effect transactions, in debt, equity, and other securities and financial instruments (including bank loans and other obligations) of, or investments in, the Company or any other party that may be involved in the matters contemplated by this Agreement or have other relationships with such parties. With respect to any such securities, financial instruments and/or investments, all rights in respect of such securities, financial instruments and investments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. In addition, the Houlihan Lokey Group may in the past have had, and may currently or in the future have, financial advisory or other investment banking relationships with parties involved in the matters contemplated by this Agreement, including parties that may have interests with respect to the Company, a Transaction or other parties involved in a Transaction, from which conflicting interests or duties may arise. Although the Houlihan Lokey Group in the course of such other activities and relationships may acquire information about the Company, a Transaction or such other parties, or that otherwise may be of interest to the Company, the Houlihan Lokey Group shall have no obligation to, and may not be contractually permitted to, disclose such information, or the fact that the Houlihan Lokey Group is in possession of such information, to the Company or to use such information on the Company's behalf.

In order to enable Houlihan Lokey to bring relevant resources to bear on its engagement hereunder from among its global affiliates, the Company agrees that Houlihan Lokey may share information obtained from the Company and other parties hereunder with other members of the Houlihan Lokey Group, and may perform the services contemplated hereby in conjunction with such other members, in each case consistent with the Confidentiality Agreement.

The Company acknowledges that Houlihan Lokey and/or its affiliates have in the past provided certain financial advisory services to the Company, and the Company (on its own behalf and, to the extent permitted by applicable law, on behalf of its security holders) knowingly and voluntarily (a) waives and releases, to the fullest extent permitted by law, any claims it may have against the Houlihan Lokey or its affiliates arising out of, resulting from or based upon such services/engagements (it being understood that such waiver shall not be construed to apply to any breach of the Confidentiality Agreement by Houlihan Lokey), and (b) waives any actual or potential conflicts of interest which may result from Houlihan Lokey's and/or such affiliates' multiple roles as an advisor to the Company and an advisor to the Company pursuant to this Agreement.

If the foregoing correctly sets forth our agreement, please sign and return to us a copy of this Agreement along with a check (or wire transfer confirmation) for \$175,000.00 on account of the Initial Fee.

All of us at Houlihan Lokey thank you for choosing us to advise the Company, and look forward to working with you on this engagement.

Very truly yours,

HOULIHAN LOKEY CAPITAL, INC.

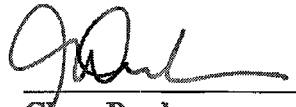
By: \_\_\_\_\_

  
**Adam Dunayer**  
Managing Director

Accepted and agreed to as of the Effective Date:

Quicksilver Resources Inc., on its own behalf, and on behalf of its direct and indirect subsidiaries

By: \_\_\_\_\_

  
**Glenn Darden**  
Chief Executive Officer and President

**Personal and Confidential**

January 27, 2014

Quicksilver Resources Inc.  
801 Cherry Street, Suite 3700, Unit 19  
Fort Worth, TX 76102  
Attn: Mr. Glenn Darden, Chief Executive Officer and President

Initial fee

\$175,000.00

**PAYMENT DUE UPON RECEIPT**

**Please Send Checks To:**  
Houlihan Lokey Capital, Inc.  
Accounts Receivable Department  
10250 Constellation Blvd., 5<sup>th</sup> Floor  
Los Angeles, California 90067

**Wire Transfer Instructions:**  
Bank of America  
Wire Transfer ABA #026009593  
ACH ABA #121000358  
fbo Houlihan Lokey Capital, Inc.  
Account #1453120593  
Swift Code (International Wires Only): BOFAUS3N



## EXHIBIT A

For purposes of the agreement, Excluded Transactions shall include the following:

- Sale of the Company's assets located in Colorado to Southwestern
- Transaction between the Company and Tokyo Gas Co. Ltd. related to the Company's equity interest in and/or those assets owned by Quicksilver Resources Canada, Inc. ("QRCI")
- Transaction between the Company and Tokyo Electric Power Company and/or one of its affiliated entities that is related to the Company's equity interest in and/or those assets owned by QRCI
- Transaction between the Company and Japan Bank for International Cooperation and/or one of its affiliated entities that is related to the Company's equity interest in and/or those assets owned by QRCI
- Transaction between the Company and Pavilion Energy Pte. Ltd. and/or one of its affiliated entities that is related to the Company's equity interest in and/or those assets owned by QRCI
- Transaction between the Company and Crestwood Holding Partners LLC and/or one of its affiliated entities