



QUICKSILVER GAS SERVICES LP

QUICKSILVER GAS SERVICES GP LLC

CHARTER FOR THE CONFLICTS COMMITTEE OF THE BOARD OF DIRECTORS

(As amended and restated on March 24, 2009)

I. Purpose

The Second Amended and Restated Agreement of Limited Partnership, as amended from time to time (the "Partnership Agreement"), of Quicksilver Gas Services LP (the "Company") contemplates that certain actions may be approved by a Conflicts Committee (the "Committee") of the Board of Directors (the "Board") of Quicksilver Gas Services GP LLC (the "General Partner"), the general partner of the Company. The Committee is established to (i) review specific matters that the General Partner's Board believes may involve conflicts of interest, (ii) review specific matters requiring action of the Committee pursuant to any agreement to which the General Partner or the Company is a party, (iii) advise the Board on actions to be taken by the Company or the General Partner on matters related to the Company or the General Partner upon the request of the Board, and (iv) carry out any other duties delegated to the Committee by the Board.

II. Composition and Meetings

The Committee shall consist of two or more members of the Board, each of whom (i) is not a security holder, officer or employee of the General Partner, (ii) is not an officer, director or employee of any Affiliate (as defined in the Partnership Agreement) of the General Partner, (iii) is not a holder of ownership interest in the Partnership Group (as defined in the Partnership Agreement) other than Common Units (as defined in the Partnership Agreement), (iv) is not a security holder of Quicksilver Resources Inc., and (v) satisfies the independence standards required of directors who serve on the Audit Committee of the Board under the Securities Exchange Act of 1934 and the rules and regulations of the Securities and Exchange Commission thereunder and by the New York Stock Exchange Rules. Committee members shall be appointed by the Board. Each Committee member will serve at the pleasure of the Board for such term as the Board may decide or until such Committee member is no longer a Board member.

If a Committee Chair is not designated by the Board or present at a meeting, the members of the Committee may designate a Chair by majority vote of the members of the Committee who are present. A majority of the members of the Committee shall constitute a quorum. All actions of the Committee must be approved by a majority of the members of the Committee.

The Committee shall meet at the call of the Committee Chair, two or more members of the Committee or the Chairman of the Board. The Committee may meet in person, by telephone conference call or in any other manner in which the Board is permitted to meet under law or the General Partner's Limited Liability Company Agreement. The Committee may also take action by written consent of the number of Committee members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all Committee members entitled to vote thereon were present and voted.

III. Authority and Responsibilities

The Committee has the authority to engage consultants to assist in the evaluation of conflicts matters. It shall have sole authority to retain and terminate any such consultants, including sole authority to approve the consultants' fees and other retention terms. Additionally, the Committee may select attorneys, independent accountants and others to perform services for the Company.

The Committee is responsible for:

- reviewing and approving Estimated Maintenance Capital Expenditures (as defined in the Partnership Agreement) at least annually and whenever an event occurs that is likely to result in a material adjustment to the amount of future Estimated Maintenance Capital Expenditures;
- reviewing and approving the terms of any Partnership Securities (as defined in the Partnership Agreement) that a holder of Incentive Distribution Rights (as defined in the Partnership Agreement) elects to receive after the Initial Offering (as defined in the Partnership Agreement) pursuant to Section 5.11(d) of the Partnership Agreement;
- determining whether any registration of Partnership Securities requested after the Initial Offering pursuant to Section 7.12 of the Partnership Agreement would (i) materially interfere with a significant acquisition, reorganization or other similar transaction involving the Company, (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential, or (iii) render the Company unable to comply with requirements under applicable securities laws;
- reviewing and approving any amendment to the Partnership Agreement, as may be required to give effect to such amendment under the Omnibus Agreement by and among the Company, the General Partner and Quicksilver Resources Inc., as amended from time to time (the "Omnibus Agreement");
- reviewing and approving the conduct of any Restricted Business (as defined in the Omnibus Agreement) by a Quicksilver Entity (as defined in the Omnibus Agreement) as contemplated by Section 2.2(f) of the Omnibus Agreement;
- reviewing the determination of the General Partner of the fair market value of any Retained Assets to be purchased by a Partnership Group Member (as defined in the Omnibus Agreement) pursuant to Section 2.3(a) of the Omnibus Agreement;
- reviewing the General Partner's election to cause a Partnership Group Member to purchase or not to purchase Subject Assets (as defined in the Omnibus Agreement) proposed to be acquired by a Quicksilver Entity after the Closing Date (as defined in the Omnibus Agreement), reviewing the determination of the General Partner of the fair market value of any Subject Assets to be purchased by a Partnership Group Member, and reviewing the determination of the General Partner to cause a Partnership Group Member to purchase any Subject Assets pursuant to an offer modified by a Subject Assets Valuation Expert (as defined in the Omnibus Agreement) pursuant to Section 2.3(b) of the Omnibus Agreement;
- reviewing the General Partner's election to cause a Partnership Group Member to purchase or not to purchase Subject Assets, other than a Gathering System Expansion (as defined in the Omnibus Agreement), constructed by a Quicksilver Entity after the Closing Date ("Constructed Subject Assets"), reviewing the determination of the General Partnership of the fair market value of any Constructed Subject Assets, and reviewing the determination of the General Partner to cause a Partnership Group Member to purchase

Constructed Subject Assets in accordance with an offer as contemplated by Section 2.3(c) of the Omnibus Agreement;

- reviewing and approving any amendment to the Sixth Amended and Restated Gas Gathering and Processing Agreement by and among Quicksilver Resources Inc., Cowtown Pipeline Partners L.P. and Cowtown Gas Processing Partners L.P., as amended from time to time (the “Gathering and Processing Agreement”), that will adversely affect the Company or the holders of the Common Units;
- reviewing any determination by a Partnership Group Member not to exercise its right to acquire a Gathering System Expansion or to permit such right to expire unexercised;
- reviewing dispute resolutions under the Services and Secondment Agreement among Quicksilver Resources Inc., the General Partner and the Partnership, as amended from time to time (the “Services and Secondment Agreement”);
- reviewing specific matters requiring action of the Committee pursuant to any agreement to which the General Partner or the Company is a party (including, without limitation, matters described in the Partnership Agreement, the Omnibus Agreement or the Services and Secondment Agreement, whether or not such matters are listed above);
- reviewing specific matters that the Board submits to the Committee because the Board believes such matters may involve conflicts of interest, including, without limitation, potential conflicts of interest between the General Partner or any of its Affiliates, as defined in the Partnership Agreement, on the one hand, and the Company, any Group Member (as defined in the Partnership Agreement) or any Partner (as defined in the Partnership Agreement), on the other hand;
- advising the Board on actions to be taken by the Company or the General Partner or matters related to the Company or the General Partner upon the request of the Board; and
- carrying out any other duties delegated to the Committee by the Board.

IV. Minutes, Reports and Evaluation

The Committee will maintain written minutes of its meetings that will be filed with the minutes of the meetings of the Board.

The Committee will report periodically to the Board regarding the Committee’s activities, which will be incorporated as a part of the minutes of the Board at which those activities are presented.

On an annual basis, the Committee will evaluate its own performance against the requirements of this Charter and report the results of its evaluation to the Board.