

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): December 19, 2012

GULFPORT ENERGY CORPORATION

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation)

000-19514
(Commission
File Number)

73-1521290
(I.R.S. Employer
Identification Number)

**14313 North May Avenue
Suite 100
Oklahoma City, OK**
(Address of principal executive offices)

73134
(Zip code)

(405) 848-8807
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Item 1.01. Entry into a Material Definitive Agreement.

Gulfport previously announced that on December 17, 2012 it entered into a definitive agreement to purchase approximately 30,000 net acres in the Utica Shale in Eastern Ohio for approximately \$302 million. On December 19, 2012, the parties amended that agreement (the "Amendment") to provide for Gulfport's acquisition of approximately 7,000 additional net acres for approximately \$70 million, resulting in a total purchase price of approximately 372 million, subject to certain adjustments. Under the Amendment, approximately \$53.9 million will now be placed in escrow pending completion of title review after the closing. The transaction, which will increase Gulfport's leasehold interests in the Utica Shale to approximately 137,000 gross (106,000 net) acres, excludes 14 existing wells, along with certain acreage surrounding each well. The proposed transaction is expected to close prior to year-end. Gulfport will continue to serve as operator of its acreage in the Utica Shale. The transaction was approved by a special committee of Gulfport's Board of Directors, which engaged independent financial advisors and counsel to assist with its review. Gulfport intends to fund this acquisition with a portion of the net proceeds from its common stock offering that priced on December 18, 2012. That offering is expected to close on December 24, 2012, subject to customary closing conditions.

The preceding summary of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached as Exhibit 2.1 hereto and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure

On December 20, 2012, Gulfport issued a press release announcing its agreement to acquire additional working interests in the Utica Shale described in Item 1.01 above and providing an updated 2013 guidance. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits

(d) *Exhibits.*

<u>Number</u>	<u>Exhibit</u>
2.1*	Amendment, dated December 19, 2012, to the Purchase and Sale Agreement, dated December 17, 2012, by and between Windsor Ohio LLC, as seller, and Gulfport Energy Corporation, as purchaser.
99.1	Press release dated December 20, 2012 entitled "Gulfport Energy Announces Acquisition of Additional Utica Acreage."

* The schedules (or similar attachments) referenced in this agreement have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule (or similar attachment) will be furnished supplementally to the Securities and Exchange Commission upon request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GULFPORT ENERGY CORPORATION

Date: December 20, 2012

By: /s/ MICHAEL G. MOORE

Michael G. Moore
Chief Financial Officer

Exhibit Index

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99.1	Press release dated December 20, 2012 entitled "Gulfport Energy Announces Acquisition of Additional Utica Acreage."
*	The schedules (or similar attachments) referenced in this agreement have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule (or similar attachment) will be furnished supplementally to the Securities and Exchange Commission upon request.

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into on December 19, 2012, by and between WINDSOR OHIO, LLC, a Delaware limited liability company ("Seller"), and GULFPORT ENERGY CORPORATION, a Delaware corporation ("Purchaser"). Seller and Purchaser may be referred to herein individually as a "Party" and together, the "Parties".

RECITALS

WHEREAS, Seller and Purchaser have previously entered into that certain Purchase and Sale Agreement dated December 17, 2012 (the "Purchase Agreement") pursuant to which Seller agreed to sell to Purchaser and Purchaser agreed to purchase from Seller an undivided fifty percent (50%) of Seller's interests in and to certain oil and gas properties, rights and related assets;

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller an additional portion of Seller's interests in and to such oil and gas properties, rights and related assets;

WHEREAS, Seller and Purchaser have agreed to amend and modify certain terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants, conditions and agreements in the Purchase Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party, Purchaser and Seller agree as follows:

1. Amendments to Purchase Agreement. The terms and conditions of the Purchase Agreement are amended as follows:

1.1 Recital B. The words "an undivided fifty percent (50%)" in Recital B of the Purchase Agreement are hereby amended to read "an undivided 61.5892655%."

1.2 Section 2.2. The words "an undivided fifty percent (50%)" in the definition of "Assets" set forth in Section 2.2 of the Purchase Agreement are hereby amended to read "an undivided 61.5892655%."

1.3 Section 3.1. Section 3.1 of the Purchase Agreement is amended in its entirety to read as follows:

"Section 3.1 Purchase Price. The purchase price for the Assets shall be \$372,003,609.37 Dollars (the "Unadjusted Purchase Price"). The Unadjusted Purchase Price shall be adjusted as provided in Section 3.2. Payment of the

Unadjusted Purchase Price will be made at the Closing by wire transfer of immediately available funds to one or more accounts designated by Seller, as applicable; *provided, however*, that \$53,924,737.25 of the Unadjusted Purchase Price (the "Escrow Funds") will be paid at Closing into an escrow account pursuant to the Escrow Agreement."

1.4 Section 1 of Exhibit C. The words "an undivided fifty percent (50%)" in the definition of "Assets" set forth in Section 1 of Exhibit C to the Purchase Agreement are hereby amended to read "an undivided 61.5892655%."

2. No Further Amendments. Except as amended hereby, the Purchase Agreement shall remain unchanged. Purchaser and Seller hereby ratify and affirm the terms and conditions of the Purchase Agreement, as amended by this Amendment, and covenant and agree that the Purchase Agreement, as amended by this Amendment, sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated thereby.

3. Choice of Law. This Amendment shall be governed and construed in accordance with the laws of the State of Texas without giving effect to any principles of conflicts of laws.

4. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Each Party's delivery of an executed counterpart signature page by facsimile (or email) is as effective as executing and delivering this Amendment in the presence of the other Party. No Party shall be bound until such time as all of the Parties have executed counterparts of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Amendment has been signed by each of the Parties on the date first above written.

SELLER:

WINDSOR OHIO LLC

By: /s/ Paul Jacobi

Paul Jacobi
Vice President

PURCHASER:

GULFPORT ENERGY CORPORATION

By: /s/ James D. Palm

James D. Palm
Chief Executive Officer

SIGNATURE PAGE TO FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

Press Release

**Gulfport Energy Announces Acquisition of Additional Utica Acreage**

OKLAHOMA CITY (December 20, 2012) Gulfport Energy Corporation (NASDAQ: GPOR) today announced its agreement to acquire additional working interests in the Utica Shale.

Utica Shale

Gulfport previously announced that on December 17, 2012 it entered into a definitive agreement to purchase approximately 30,000 net acres in the Utica Shale in Eastern Ohio for approximately \$302 million. The parties have now amended that agreement to provide for Gulfport's acquisition of approximately 7,000 additional net acres for approximately \$70.0 million, resulting in a total acquisition price of approximately \$372 million. The transaction, which will increase Gulfport's leasehold interests in the Utica Shale to approximately 137,000 gross (106,000 net) acres, excludes 14 existing wells, along with certain acreage surrounding each well. The proposed transaction is expected to close prior to year-end. Gulfport will continue to serve as operator of its acreage in the Utica Shale. The transaction was approved by a special committee of Gulfport's Board of Directors, which engaged independent financial advisors and counsel to assist with its review. Gulfport intends to fund this acquisition with a portion of the net proceeds from its common stock offering that priced on December 18, 2012. That offering is expected to close on December 24, 2012, subject to customary closing conditions.

2013 Guidance

After giving effect to the Utica acquisition described above, Gulfport currently expects 2013 production to be in the range 7.60 million to 7.90 million BOE. Capital expenditures for exploration and production activities during 2013 are estimated to be in the range of \$415 million to \$425 million, excluding potential capital expenditures relating to Grizzly.

For 2013, Gulfport projects lease operating expense to be in the range of \$5.00 to \$6.00 per BOE, general and administrative expense to be between \$1.50 and \$2.50 per BOE, production taxes to be between 8% and 9% of revenues, and depreciation, depletion and amortization expense to be in the range of \$33.00 to \$35.00 per BOE.

GULFPORT ENERGY CORPORATION
2013 GUIDANCE

	Year Ending 12/31/2013
Forecasted Production	
Oil Equivalent—BOE	7,600,000 - 7,900,000
Average Daily Oil Equivalent—BOEPD	20,822 - 21,370
Projected Year-Over-Year Production Increase ¹	195% - 203%
Projected Cash Operating Costs per BOE	
Lease Operating Expense—\$/BOE	\$5.00 - \$6.00
Production Taxes—% of Revenue	8.0% - 9.0%
General and Administrative—\$/BOE	\$1.50 - \$2.50
Depreciation, Depletion and Amortization per BOE	\$33.00 - \$35.00
Budgeted Capital Expenditures—In Millions:²	
West Cote Blanche Bay	\$42 - \$45
Hackberry	\$24 - \$26
Utica	\$347 - \$351
Thailand	\$2.0 - \$2.5
Total Budgeted E&P Capital Expenditures	\$415 - \$425

¹ Based upon 2012 estimated production of 2.575 million BOE and the 2013 forecasted production

² Excludes amounts for infrastructure, vertical integration projects and acquisitions

About Gulfport

Gulfport Energy Corporation is an Oklahoma City-based independent oil and natural gas exploration and production company with its principal producing properties located along the Louisiana Gulf Coast. Gulfport has also acquired acreage positions in the Utica Shale of Eastern Ohio and the Niobrara Formation of Western Colorado. In addition, Gulfport holds a sizeable acreage position in the Alberta Oil Sands in Canada through its interest in Grizzly Oil Sands ULC and has interests in entities that operate in the Permian Basin in West Texas and in Southeast Asia, including the Phu Horm gas field in Thailand.

Forward Looking Statements

This press release includes “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). All statements, other than statements of historical facts, included in this press release that address activities, events or developments that Gulfport or Grizzly expect or anticipate will or may occur in the future, including such things as future capital expenditures (including the amount and nature thereof), business strategy and measures to implement strategy, competitive strength, goals, expansion and growth of Gulfport’s or Grizzly’s business and operations, including Gulfport’s pending acquisition of additional working interests in the Utica Shale in Eastern Ohio, plans, market conditions, references to future success, reference to intentions as to future matters and other such matters are forward-looking statements. These statements are based on certain assumptions and analyses made by

Gulfport and Grizzly in light of their experience and perception of historical trends, current conditions and expected future developments as well as other factors they believe are appropriate in the circumstances. However, whether actual results and developments will conform with Gulfport's and Grizzly's expectations and predictions is subject to a number of risks and uncertainties, general economic, market, credit or business conditions; the opportunities (or lack thereof) that may be presented to and pursued by Gulfport or Grizzly; competitive actions by other oil and gas companies; changes in laws or regulations; and other factors, many of which are beyond the control of Gulfport or Grizzly. Information concerning these and other factors can be found in the Company's filings with the Securities and Exchange Commission, including its Forms 10-K, 10-Q and 8-K. Consequently, all of the forward-looking statements made in this news release are qualified by these cautionary statements and there can be no assurances that the actual results or developments anticipated by Gulfport and Grizzly will be realized, or even if realized, that they will have the expected consequences to or effects on Gulfport, its business or operations. Gulfport has no intention, and disclaims any obligation, to update or revise any forward-looking statements, whether as a result of new information, future results or otherwise.

Investor & Media Contact:

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