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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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

Date of report (Date of earliest event reported): October 4, 2017

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**GULFPORT ENERGY CORPORATION**

(Exact Name of Registrant as Specified in Charter)

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Delaware  
(State or other jurisdiction  
of incorporation)

000-19514  
(Commission  
File Number)

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

3001 Quail Springs Parkway  
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)

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Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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
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**Item 1.01 Entry into a Material Definitive Agreement.*****Amendment to Credit Facility***

On October 4, 2017, Gulfport Energy Corporation, a Delaware corporation (“Gulfport”), as borrower, entered into a tenth amendment to its secured revolving credit facility (the “Credit Facility”) with The Bank of Nova Scotia, as administrative agent, and the lenders party thereto (the “Tenth Amendment”). The Tenth Amendment (i) increases the permitted amount of unsecured indebtedness to \$2.1 billion, (ii) waives the reduction in Gulfport’s borrowing base that would have occurred upon the closing of the Notes Offering by an amount equal to 25% of the principal amount of the Notes (as defined below) and (iii) confirms that, after giving effect to the closing of the Notes Offering, Gulfport’s borrowing base will remain at \$1.0 billion. As of October 4, 2017, approximately \$365.0 million of borrowings and \$237.5 million of letters of credit were outstanding under the Credit Facility, and borrowings outstanding under the Credit Facility bore interest at the rate of 3.74% per annum.

The preceding summary of the Tenth Amendment is qualified in its entirety by reference to the full text of such agreement, a copy of which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 above with respect to the Tenth Amendment is incorporated herein by reference, as applicable.

**Item 8.01. Other Events.*****Operational Update on SCOOP Well Results***

On October 4, 2017, Gulfport issued a press release announcing recent SCOOP well results. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

***Notes Offering***

On October 5, 2017, Gulfport issued a press release announcing that it proposes to offer, subject to market conditions and other factors, \$450.0 million aggregate principal amount of its Senior Notes due 2026 (the “Notes”) to repay all of its outstanding borrowings under the Credit Facility and for general corporate purposes, which may include the funding of a portion of its 2017 capital development plans. The Notes will be offered to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and to certain non-U.S. persons in accordance with Regulation S under the Securities Act (the “Notes Offering”). A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

The Notes will not be registered under the Securities Act or any state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from such registration requirements. This report is neither an offer to sell nor a solicitation of an offer to buy any of these securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.

**Item 9.01. Financial Statements and Exhibits.*****(d) Exhibits*****Number****Exhibit**

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10.1	<a href="#"><u>Tenth Amendment to Amended and Restated Credit Agreement, dated as of October 4, 2017, among Gulfport Energy Corporation, as borrower, The Bank of Nova Scotia, as administrative agent, and the lenders party thereto.</u></a>
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- 99.1 [Press Release dated October 4, 2017 entitled "Gulfport Energy Corporation Provides SCOOP Well Results."](#)
- 99.2 [Press Release dated October 5, 2017 entitled "Gulfport Energy Corporation Launches Proposed \\$450 Million Offering of Senior Notes."](#)

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**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: October 5, 2017

By: /s/ Keri Crowell

Keri Crowell  
Chief Financial Officer

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**TENTH AMENDMENT TO  
AMENDED AND RESTATED CREDIT AGREEMENT**

Dated as of October 4, 2017  
among

**GULFPORT ENERGY CORPORATION,**  
as Borrower,

**THE BANK OF NOVA SCOTIA,**  
as Administrative Agent

and

The Lenders Party Hereto

**THE BANK OF NOVA SCOTIA, KEYBANK NATIONAL ASSOCIATION,**  
and **PNC BANK, NATIONAL ASSOCIATION,**  
as Joint Lead Arrangers and Joint Bookrunners

**KEYBANK NATIONAL ASSOCIATION and**  
**PNC BANK, NATIONAL ASSOCIATION,**  
as Co-Syndication Agents

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,**  
**WELLS FARGO BANK, N.A. and**  
**BARCLAYS BANK PLC,**  
as Co-Documentation Agents

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TENTH AMENDMENT TO AMENDED  
AND RESTATED CREDIT AGREEMENT

THIS TENTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "*Amendment*") is entered into as of October 4, 2017, among GULFPORT ENERGY CORPORATION, a Delaware corporation ("*Borrower*"), THE BANK OF NOVA SCOTIA, as Administrative Agent ("*Administrative Agent*") and L/C Issuer, the Lenders party hereto.

**RECITALS**

A. Borrower, the financial institutions signing as Lenders thereto, Administrative Agent and the other agents party thereto are parties to an Amended and Restated Credit Agreement dated as of December 27, 2013, as amended by a First Amendment to Amended and Restated Credit Agreement dated as of April 23, 2014, a Second Amendment to Amended and Restated Credit Agreement dated as of November 26, 2014, a Third Amendment to Amended and Restated Credit Agreement dated as of April 10, 2015, a Fourth Amendment to Amended and Restated Credit Agreement and Limited Consent and Waiver dated as of May 29, 2015, a Fifth Amendment to Amended and Restated Credit Agreement dated as of September 18, 2015, a Sixth Amendment to Amended and Restated Credit Agreement dated as of February 19, 2016, a Seventh Amendment to Amended and Restated Credit Agreement dated as of December 13, 2016, an Eighth Amendment to Amended and Restated Credit Agreement dated as of March 29, 2017, and a Ninth Amendment to Amended and Restated Credit Agreement dated as of May 4, 2017 (collectively, the "*Original Credit Agreement*"; the Original Credit Agreement as amended by this Amendment is referred to herein as the "*Credit Agreement*").

B. The parties desire to amend the Original Credit Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Same Terms**. All terms used herein that are defined in the Original Credit Agreement shall have the same meanings when used herein, unless the context hereof otherwise requires or provides. In addition, from and after the Effective Date, (i) all references in the Original Credit Agreement and, where appropriate in the context, in the other Loan Documents to the "Agreement" shall mean the Original Credit Agreement, as amended and waived by this Amendment, as the same may hereafter be amended and waived from time to time, and (ii) all references in the Loan Documents to the "Loan Documents" shall mean the Loan Documents, as amended and waived by the Modification Papers, as the same may hereafter be amended and waived from time to time. In addition, the following terms have the meanings set forth below:

"*Effective Date*" means the date on which the conditions specified in Section 2 below are satisfied (or waived in writing by the Administrative Agent).

"*Modification Papers*" means this Amendment, and all of the other documents and agreements executed in connection with the transactions contemplated by this Amendment.

2. **Conditions Precedent**. The obligations and agreements of the Lenders as set forth in this Amendment are subject to the satisfaction, unless waived in writing by Administrative Agent, of each of the following conditions (and upon such satisfaction, this Amendment shall be deemed to be effective as of the Effective Date):

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(a) **Tenth Amendment to Credit Agreement.** This Amendment shall have been duly executed and delivered by each of the parties hereto.

(b) **Fees and Expenses.** Administrative Agent shall have received payment of all out-of-pocket fees and expenses (including reasonable attorneys' fees and expenses) incurred by Administrative Agent in connection with the preparation, negotiation and execution of the Modification Papers.

3. **Amendment to Original Credit Agreement.** On the Effective Date, Section 1.01 of the Original Credit Agreement shall be amended by replacing the following defined term to read in its entirety as follows:

**"Senior Notes"** means any unsecured Indebtedness of Borrower (and any unsecured Guarantees thereof by the Guarantors) in an aggregate principal amount not exceeding \$2,100,000,000.

4. **Waiver of Borrowing Base Reduction.** Section 4.05(e) of the Credit Agreement requires that, absent a waiver from the Required Lenders, upon any issuance of Senior Notes, the effective Borrowing Base shall be reduced by 25% of the principal amount of such Senior Notes offering (the **"Automatic Borrowing Base Reduction"**), subject to certain exceptions set forth therein. The Borrower has informed the Lenders that it intends to offer, subject to market conditions and other factors, up to an aggregate principal amount of \$500,000,000 of Senior Notes concurrently with or promptly after the Effective Date (the **"October 2017 Senior Notes Issuance"**). Borrower has requested that the Lenders waive the Automatic Borrowing Base Reduction in connection with the October 2017 Senior Notes Issuance (the **"Subject Waiver"**). Subject to the terms and conditions herein, and provided that all or a portion of the net proceeds of the October 2017 Senior Notes Issuance are used to repay in full all outstanding Loans, Lenders hereby consent to and expressly permit the Subject Waiver, and confirm that after giving effect to the October 2017 Senior Notes Issuance, the Borrowing Base will remain at \$1,000,000,000. This waiver is limited and does not relate to any other covenant or provision of the Credit Agreement or any other Loan Document.

5. **Certain Representations.** Borrower represents and warrants that, as of the Effective Date: (a) Borrower has full power and authority to execute the Modification Papers to which it is a party and such Modification Papers constitute the legal, valid and binding obligation of Borrower enforceable in accordance with their terms, except as enforceability may be limited by general principles of equity and applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; (b) no authorization, approval, consent or other action by, notice to, or filing with, any Governmental Authority or other Person is required for the execution, delivery and performance by Borrower thereof; and (c) no Default has occurred and is continuing or will result from the consummation of the transactions contemplated by this Amendment. In addition, Borrower represents that after giving effect to the Modification Papers, all representations and warranties contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects (provided that any such representations or warranties that are, by their terms, already qualified by reference to materiality shall be true and correct without regard to such additional materiality qualification) on and as of the Effective Date as if made on and as of such date except to the extent that any such representation or warranty expressly relates to an earlier date, in which case such representation or warranty is true and correct in all material respects (or true and correct without regard to such additional materiality qualification, as applicable) as of such earlier date.

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6. **No Further Amendments.** Except as previously amended or waived in writing or as amended or waived hereby, the Original Credit Agreement shall remain unchanged and all provisions shall remain fully effective between the parties thereto.

7. **Acknowledgments and Agreements.** Borrower acknowledges that on the date hereof all outstanding Obligations, in each case as amended and waived hereby, are payable in accordance with their terms, and Borrower waives any defense, offset, counterclaim or recoupment with respect thereto. Borrower, Administrative Agent, L/C Issuer and each Lender that is a party hereto do hereby adopt, ratify and confirm the Original Credit Agreement, as amended and waived hereby, and acknowledge and agree that the Original Credit Agreement, as amended and waived hereby, is and remains in full force and effect. Borrower acknowledges and agrees that its liabilities and obligations under the Original Credit Agreement and under the other Loan Documents, in each case as amended and waived hereby, are not impaired in any respect by this Amendment.

8. **Limitation on Agreements.** The consents, waivers and modifications set forth herein are limited precisely as written and shall not be deemed (a) to be a consent under or a waiver of or an amendment to any other term or condition in the Original Credit Agreement or any of the other Loan Documents, or (b) to prejudice any other right or rights that Administrative Agent or the Lenders now have or may have in the future under or in connection with the Original Credit Agreement and the other Loan Documents, each as amended and waived hereby, or any of the other documents referred to herein or therein. The Modification Papers shall constitute Loan Documents for all purposes.

9. **Confirmation of Security.** Borrower hereby confirms and agrees that all of the Collateral Documents that presently secure the Obligations shall continue to secure, in the same manner and to the same extent provided therein, the payment and performance of the Obligations as described in the Original Credit Agreement as modified by this Amendment.

10. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which constitute one instrument. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

11. **Incorporation of Certain Provisions by Reference.** The provisions of Section 11.15 of the Original Credit Agreement captioned “Governing Law, Jurisdiction; Etc.” and Section 11.16 of the Original Credit Agreement captioned “Waiver of Right to Trial by Jury” are incorporated herein by reference for all purposes.

12. **Entirety, Etc.** This Amendment, the other Modification Papers and all of the other Loan Documents embody the entire agreement between the parties. THIS AMENDMENT, THE OTHER MODIFICATION PAPERS AND ALL OF THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

*[This space is left intentionally blank. Signature pages follow.]*



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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date and year first above written.

**BORROWER**

**GULFPORT ENERGY CORPORATION**

By: /s/ Keri Crowell  
Keri Crowell  
Chief Financial Officer

TENTH AMENDMENT – Signature Page S-1

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**ADMINISTRATIVE AGENT:**

**THE BANK OF NOVA SCOTIA,  
as Administrative Agent and L/C Issuer**

By: /s/ Alan Dawson

Alan Dawson  
Director

**LENDERS:**

**THE BANK OF NOVA SCOTIA,  
as a Lender**

By: /s/ Alan Dawson

Alan Dawson  
Director

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**KEYBANK NATIONAL ASSOCIATION,  
as a Lender**

By: /s/ George E. McKean

Name: George E. McKean

Title: Senior Vice President

TENTH AMENDMENT – Signature Page S-3

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**CREDIT SUISSE AG,  
Cayman Islands Branch,  
as a Lender**

By: /s/ Nupur Kumar

Name: Nupur Kumar

Title: Authorized Signatory

By: /s/ Andrew Griffin

Name: Andrew Griffin

Title: Authorized Signatory

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**BARCLAYS BANK PLC,  
as a Lender**

By: /s/ Sydney G. Dennis

Name: Sydney G. Dennis

Title: Director

TENTH AMENDMENT – Signature Page S-5

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**WELLS FARGO BANK, N.A.,  
as a Lender**

By: /s/ Matthew W. Coleman

Name: Matthew W. Coleman

Title: Director

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**ZB, N.A. dba AMEGY BANK,  
as a Lender**

By: /s/ Larry L. Sears

Name: Larry L. Sears

Title: Senior Vice President – Amegy Bank Division

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**COMPASS BANK,  
as a Lender**

By: /s/ Gabriela Azcarate

Name: Gabriela Azcarate

Title: Vice President

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**PNC BANK, NATIONAL ASSOCIATION,  
as a Lender**

By: /s/ Danielle Goodrick

Name: Danielle Goodrick

Title: Assistant Vice President

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**U.S. BANK NATIONAL ASSOCIATION,  
as a Lender**

By: /s/ Nicholas T. Hanford

Name: Nicholas T. Hanford

Title: Vice President

TENTH AMENDMENT – Signature Page S-10

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**ASSOCIATED BANK, N.A.,  
as a Lender**

By: /s/ Kyle Lewis

Name: Kyle Lewis

Title: Vice President

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**IBERIABANK,  
as a Lender**

By: /s/ Tyler S. Thoem

Name: Tyler S. Thoem

Title: Senior Vice President

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**MORGAN STANLEY SENIOR FUNDING, INC.,  
as a Lender**

By: /s/ Pat Layton

Name: Pat Layton

Title: Vice President

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**BOKF, NA DBA BANK OF OKLAHOMA,  
as a Lender**

By: /s/ John Krenger

Name: John Krenger

Title: Vice President

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**JPMORGAN CHASE BANK, N.A.,  
as a Lender**

By: /s/ Greg Determann

Name: Greg Determann

Title: Authorized Officer

TENTH AMENDMENT – Signature Page S-15

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**COMMONWEALTH BANK OF AUSTRALIA,  
as a Lender**

By: /s/ Sonia Schneider

Name: Sonia Schneider

Title: Associate Director

TENTH AMENDMENT – Signature Page S-16



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**ABN AMRO CAPITAL USA LLC,  
as a Lender**

By: /s/ Elizabeth Johnson

Name: Elizabeth Johnson

Title: Director

By: /s/ Darrell Holley

Name: Darrell Holley

Title: Managing Director

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**FIFTH THIRD BANK,  
as a Lender**

By: /s/ Thomas Kleiderer

Name: Thomas Kleiderer

Title: Director

TENTH AMENDMENT – Signature Page S-18

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**CANADIAN IMPERIAL BANK OF COMMERCE,  
NEW YORK BRANCH,  
as a Lender**

By: /s/ Melissa E. Brown

Name: Melissa E. Brown

Title: Authorized Signatory

By: /s/ Joshua Hogarth

Name: Joshua Hogarth

Title: Authorized Signatory

**Press Release****Gulfport Energy Corporation Provides SCOOP Well Results**

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**OKLAHOMA CITY** (October 4, 2017) Gulfport Energy Corporation (NASDAQ: GPOR) (“Gulfport” or the “Company”) today provided an update on recent SCOOP well results. Key highlights include:

- Pauline 6-27X22H produced at a 24-hour initial peak production rate of 22.9 MMcfe per day, or 3,148 Mcfe per 1,000 foot of lateral, comprised of approximately 50% natural gas, 28% oil, and 22% natural gas liquids.
- Pauline 5-27X22H produced at a 24-hour initial peak production rate of 22.2 MMcfe per day, or 2,805 Mcfe per 1,000 foot of lateral, comprised of approximately 50% natural gas, 28% oil, and 22% natural gas liquids.
- Pauline 4-27X22H produced at a 24-hour initial peak production rate of 17.3 MMcfe per day, or 2,167 Mcfe per 1,000 foot of lateral, comprised of approximately 52% natural gas, 26% oil, and 22% natural gas liquids.
- Pauline 3-27X22H produced at a 24-hour initial peak production rate of 8.8 MMcfe per day, or 2,042 Mcfe per 1,000 foot of lateral, comprised of approximately 49% natural gas, 30% oil, and 21% natural gas liquids.
- Pauline 8-27X22H produced at an average 30-day production rate of 18.6 MMcfe per day, or 2,423 Mcfe per 1,000 foot of lateral, comprised of approximately 52% natural gas, 25% oil, and 23% natural gas liquids.

**Recent Initial 24-Hour SCOOP Well Results**

Gulfport recently turned-to-sales four gross (3.9 net) Woodford wells located in the wet gas window in central Grady County, Oklahoma.

The Pauline 6-27X22H has an effective lateral length of 7,273 feet and a 24-hour initial peak production rate of 14.8 MMcf per day of natural gas and 1,052 barrels of oil per day. Based upon the composition analysis, the gas being produced is 1,216 BTU gas and yielding 57.4 barrels of NGLs per MMcf of natural gas and results in a natural gas shrink of 22%. On a three-stream basis, the Pauline 6-27X22H produced at a 24-hour initial production peak rate of 22.9 MMcfe per day, which is comprised of approximately 50% natural gas, 28% oil, and 22% natural gas liquids.

The Pauline 5-27X22H has an effective lateral length of 7,929 feet and a 24-hour initial peak production rate of 14.4 MMcf of natural gas per day and 1,009 barrels of oil per day. Based upon the composition analysis, the gas being produced is 1,216 BTU gas and yielding 57.4 barrels of NGLs per MMcf of natural gas and results in a natural gas shrink of 22%. On a three-stream basis, the Pauline 5-27X22H produced at a 24-hour initial production peak rate of 22.2 MMcfe per day, which is comprised of approximately 50% natural gas, 28% oil, and 22% natural gas liquids.

The Pauline 4-27X22H has an effective lateral length of 7,978 feet and a 24-hour initial peak production rate of 11.0 MMcf of natural gas per day and 739 barrels of oil per day. Based upon the composition analysis, the gas being produced is 1,212 BTU gas and yielding 57.3 barrels of NGLs per MMcf of natural gas and results in a natural gas shrink of 18%. On a three-stream basis, the Pauline 4-27X22H produced at a 24-hour initial production peak rate of 17.3 MMcf per day, which is comprised of approximately 52% natural gas, 26% oil, and 22% natural gas liquids.

The Pauline 3-27X22H has an effective lateral length of 4,322 feet and a 24-hour initial peak production rate of 5.3 MMcf of natural gas per day and 438 barrels of oil per day. Based upon the composition analysis, the gas being produced is 1,212 BTU gas and yielding 57.3 barrels of NGLs per MMcf of natural gas and results in a natural gas shrink of 18%. On a three-stream basis, the Pauline 3-27X22H produced at a 24-hour initial production peak rate of 8.8 MMcf per day, which is comprised of approximately 49% natural gas, 30% oil, and 21% natural gas liquids.

### SCOOP Well 30-Day Production Results

As previously announced, during the third quarter of 2017 Gulfport turned-to-sales one gross (0.98 net) Woodford well, the Pauline 8-27X22H, located in the wet gas window in central Grady County, Oklahoma. Following 30 days of production, the Pauline 8-27X22H has cumulatively produced 358.1 MMcf of natural gas and 23,384 barrels of oil. Based upon the composition analysis, the gas being produced is 1,210 BTU gas and yielding 58.8 barrels of NGLs per MMcf of natural gas and results in a natural gas shrink of 19%. On a three-stream basis, the Pauline 8-27X22H produced at an average 30-day production rate of 18.6 MMcf per day, which is comprised of approximately 52% natural gas, 25% oil, and 23% natural gas liquids.

The following table summarizes the Company's recent well results:

## GULFPORT ENERGY CORPORATION

### SCOOP WELL RESULTS SUMMARY

(Unaudited)

	County	Phase Window	Average Lateral	Wellhead BTU	NGLs Per MMcf	% Shrink	Product Mix(1)			Average Prod. Rates (Mmcfe/d)			
							Gas	NGLs	Oil	24-Hr	30-Day	60-Day	90-Day
EJ Craddock 8-28X21H	Central Grady	Woodford Wet Gas	7,961	1,171	47.0	16%	55%	19%	26%	19.7	—	—	—
Pauline 3-27X22H	Central Grady	Woodford Wet Gas	4,322	1,212	57.3	18%	49%	21%	30%	8.8	—	—	—
Pauline 4-27X22H	Central Grady	Woodford Wet Gas	7,978	1,212	57.3	18%	52%	22%	26%	17.3	—	—	—
Pauline 5-27X22H	Central Grady	Woodford Wet Gas	7,929	1,216	57.4	22%	50%	22%	28%	22.2	—	—	—
Pauline 6-27X22H	Central Grady	Woodford Wet Gas	7,273	1,216	57.4	22%	50%	22%	28%	22.9	—	—	—
Pauline 8-27X22H	Central Grady	Woodford Wet Gas	7,658	1,210	58.8	19%	51%	22%	27%	18.4	18.6	—	—
Vinson 2-22X27H	SE Grady	Woodford Wet Gas	8,539	1,118	35.7	11%	79%	19%	2%	16.5	15.7	14.4	13.4
Vinson 3R-22X27H	SE Grady	Woodford Wet Gas	8,475	1,118	35.7	11%	79%	19%	2%	19.0	18.7	17.3	16.3

Note: All well results presented are based upon three-stream production data and assume contractual ethane recovery.

1. Product mix calculated utilizing 24-hr initial production rate.

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## **About Gulfport**

Gulfport Energy is an independent natural gas and oil company focused on the exploration and development of natural gas and oil properties in North America and is one of the largest producers of natural gas in the contiguous United States. Headquartered in Oklahoma City, Gulfport holds significant acreage positions in the Utica Shale of Eastern Ohio and the SCOOP Woodford and SCOOP Springer plays in Oklahoma. In addition, Gulfport holds an acreage position along the Louisiana Gulf Coast, a position in the Alberta Oil Sands in Canada through its approximately 25% interest in Grizzly Oil Sands ULC and has an approximately 25% equity interest in Mammoth Energy Services, Inc. (NASDAQ:TUSK). For more information, please visit [www.gulfportenergy.com](http://www.gulfportenergy.com).

## **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 expects or anticipates will or may occur in the future, 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 business and operations, 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 in light of its experience and its perception of historical trends, current conditions and expected future developments as well as other factors it believes are appropriate in the circumstances. However, whether actual results and developments will conform with Gulfport’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; Gulfport’s ability to identify, complete and integrate acquisitions of properties and businesses; 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. 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 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:**

Jessica Wills – Manager, Investor Relations and Research  
jwills@gulfportenergy.com  
405-252-4550



## Press Release

### Gulfport Energy Corporation Launches Proposed \$450 Million Offering of Senior Notes

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**OKLAHOMA CITY** (October 5, 2017) Gulfport Energy Corporation (NASDAQ: GPOR) (“Gulfport”) today announced that it proposes to offer, subject to market conditions and other factors, \$450 million aggregate principal amount of its senior notes due 2026 (the “Notes”) to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and to certain non-U.S. persons in accordance with Regulation S under the Securities Act. The Notes will be issued under a new indenture and will rank equally with Gulfport’s previously issued senior notes and other senior indebtedness. Gulfport expects to use the net proceeds of the Notes offering to repay all of its outstanding borrowings under its secured revolving credit facility and for general corporate purposes, which may include the funding of a portion of its 2017 capital development plans.

The Notes will be general unsecured senior obligations of Gulfport, will be guaranteed on a senior unsecured basis by certain of Gulfport’s subsidiaries and will pay interest semi-annually.

The Notes will not be registered under the Securities Act or any state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from such registration requirements.

This announcement is neither an offer to sell nor a solicitation of an offer to buy any of these securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.

### About Gulfport

Gulfport Energy Corporation is an independent natural gas and oil company focused on the exploration and development of natural gas and oil properties in North America and is one of the largest producers of natural gas in the contiguous United States. Headquartered in Oklahoma City, Gulfport holds significant acreage positions in the Utica Shale of Eastern Ohio and the SCOOP Woodford and SCOOP Springer plays in Oklahoma. In addition, Gulfport holds an acreage position along the Louisiana Gulf Coast, a position in the Alberta Oil Sands in Canada through its approximately 25% interest in Grizzly Oil Sands ULC and has an approximately 25% equity interest in Mammoth Energy Services, Inc. (NASDAQ:TUSK).

### Forward Looking Statements

Certain statements included in this press release are intended as “forward-looking statements.” These statements include assumptions, expectations, predictions, intentions or beliefs about future events, particularly the consummation of the transaction described above. Gulfport cautions that actual future results may vary materially from those expressed or implied in any

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forward-looking statements. Specifically, Gulfport cannot assure you that the proposed transactions described above will be consummated on the terms Gulfport currently contemplates, if at all. Information concerning these and other factors can be found in Gulfport's filings with the SEC, including its Forms 10-K, 10-Q and 8-K, which can be obtained free of charge on the SEC's web site at <http://www.sec.gov>.

Any forward-looking statements made in this press release speak only as of the date of this release and, except as required by law, Gulfport undertakes no obligation to update any forward-looking statement contained in this press release, even if Gulfport's expectations or any related events, conditions or circumstances change. Gulfport is not responsible for any changes made to this release by wire or Internet services.

**Investor & Media Contact:**

Jessica R. Wills – Manager, Investor Relations and Research  
[jwills@gulfportenergy.com](mailto:jwills@gulfportenergy.com)  
405-252-4550