



September 3, 2024

Gulfport Energy Operating Corporation

713 Market Drive

Oklahoma City, Oklahoma 73114

Tender Offer Agreement

Ladies and Gentlemen:

This letter agreement (this “Agreement”) by and between D.F. King & Co., Inc., a Delaware corporation (“King”), and Gulfport Energy Operating Corporation (the “Company”), sets forth the terms and conditions of the engagement of King by the Company, in connection with the proposed offer (the “Tender Offer”) by the Company to acquire for cash any and all of its 8.00% Senior Notes due 2026 (the “Notes”) from the holders thereof (the “Holders”). This Agreement shall commence on the date hereof and shall terminate on the completion, expiration or termination of the Tender Offer (the “Term”). Capitalized terms used herein and not defined shall have the definitions ascribed to such terms in the Offer to Purchase.

1. Services.

(a) The Company hereby retains King as information agent (the “Information Agent”) and tender agent (the “Tender Agent”) in connection with the Tender Offer.

(b) In its capacity as Information Agent, King shall provide advisory and consulting services (the “Information Agent Services”) and shall contact, and provide information with respect to the Tender Offer to, Holders. In no event shall King make any recommendation to any Holder regarding whether to tender or refrain from tendering its Notes.

(c) King shall use, and shall be provided by the Company with as many copies as King may reasonably request from time to time of, the following materials: (i) the Offer to Purchase, (ii) the Notice of Guaranteed Delivery, (iii) press releases and newspaper advertisements, if applicable, and (iv) any and all amendments or supplements to the foregoing (collectively, the “Tender Offer Materials”).

(d) In its capacity as Tender Agent, King shall accept on behalf of the Company tenders of Notes or withdrawals thereof pursuant to the terms and conditions set forth in the Tender Offer Materials (the “Tender Agent Services”; together with the Information Agent Services, the “Services”). For the avoidance of doubt, King agrees that the acceptance of any tender of Notes or any withdrawal thereof shall be made in accordance with the terms and conditions set forth in the Offer to Purchase. The Notes shall be validly tendered or such tenders shall be validly withdrawn only if (i) King has received confirmation of the book-entry transfer or valid withdrawal of Notes at The Depository Trust Company (the “Book-Entry Transfer Facility”), together with any required documents relating to such Notes or valid withdrawal of such Notes prior to the Expiration Date (the “Confirmation”); and (ii) in the Company’s sole discretion, any and all defects and irregularities relating to the tender or withdrawal of Notes have been waived by the

Company or cured by the Holders. In the event that King concludes that, to the best of its knowledge, such tender or withdrawal is defective, King is authorized to notify the Book-Entry Transfer Facility or the Holder (or its nominee) tendering or withdrawing its Notes, as the case may be, of the existence of such defects. Notwithstanding the foregoing, the Company reserves the right to (x) reject any and all tenders or withdrawals that are not, in its sole discretion, in proper form or the acceptance of which would, in the Company's opinion, be unlawful and (y) waive any defects, irregularities or conditions of a tender or withdrawal, as the case may be, of any Notes; provided that King may waive such defects, irregularities or conditions upon the written approval of the Company.

2. Fees and Expenses.

(a) As consideration for the Services, the Company shall pay to King a non-refundable fee of \$15,000.00, payable in full upon the completion, expiration or termination of the Tender Offer (the "Service Fee").

(b) In the event that the Company (i) extends the Term, the Company shall pay to King an extension fee of \$500 for such, and each subsequent, extension (the "Extension Fee") and (ii) requests that King provide additional services, the Company shall pay to King additional fees for such services at King's reasonable and customary rates, such fees to be mutually agreed to in writing by the parties hereto at such time (the "Additional Service Fee"; together with the Service Fee and the Extension Fee, the "Fees").

(c) The Company shall reimburse King for all reasonable and documented expenses incurred by King (including, without limitation, reasonable fees, and disbursements of outside counsel, charges for incoming/outgoing telephone calls by King with retail Holders, incurred on a per unit basis of \$4.50 per incoming/outgoing telephone call plus telecommunications charges) in connection with the Services (the "Expenses"). The Company shall also reimburse King for the reasonable and documented charges of banks, brokers and depositories.

(d) For the avoidance of doubt, payment of the Fees, and Expenses shall be conditioned neither on the successful consummation of the Tender Offer nor on receipt of a certain number of Notes and shall be payable promptly after receipt of written demand thereof following the completion, expiration or termination of the Tender Offer.

3. Information. The Company acknowledges that it shall be solely responsible for the information contained in the Tender Offer Materials (the "Information"). King shall be entitled to use and rely upon the Information without responsibility for independent verification thereof and does not assume responsibility for the accuracy or completeness of the Information. The Company shall advise King reasonably promptly of any amendment or supplement to the Tender Offer Materials and shall provide such amendment or supplement to King as soon as practicable. The Company hereby agrees that none of the Tender Offer Materials shall make reference to King without prior review and written or oral approval (such approval not to be unreasonably withheld, delayed or conditioned) of King.

4. Representations and Warranties.

The Company represents and warrants that:

(a) this Agreement is valid and binding on the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(b) the Company has taken, or will take, all necessary corporate action prior to the commencement of the Tender Offer to authorize the Tender Offer, and the tender of Notes or withdrawal thereof;

(c) all Tender Offer Materials will comply, in all material respects, with the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder (the “Exchange Act”), and none of the Tender Offer Materials will contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(d) the Tender Offer, and the tender of Notes or withdrawal thereof, will comply, in all material respects, with all applicable requirements of law including the applicable rules or regulations of any governmental or regulatory authority or body, and no material consent or approval of, or filing with, any governmental or regulatory authority or body, (other than required filings under the Exchange Act) is required in connection with the making or consummation of the Tender Offer (or, if any such material consent, approval or filing is required it will be duly obtained or made prior to the commencement of the Tender Offer); and

(e) the Tender Offer, and the tender of Notes or withdrawal thereof, and the execution, delivery and performance of this Agreement, will not conflict with or result in a breach of or constitute a default under the Company’s certificate of incorporation and by-laws, or any material agreement, indenture, mortgage, note or another instrument by which the Company is bound, except as would not reasonably be expected to have a material adverse effect on the Company or the transactions contemplated under the Tender Offer.

King shall be authorized to represent and warrant under an Automated Tender Offer Program Master Agreement between the Book Entry Transfer Facility and King that (a) delivery by the Book Entry Transfer Facility of an Agent’s Message shall satisfy the terms of any Tender Offer made eligible for the Automated Tender Offer Program (“ATOP”) by the participant identified in such Agent’s Message and (b) the terms set forth in the foregoing clause (a) shall be enforceable against the Company in each Tender Offer made eligible for ATOP by the participant identified in such Agent’s Message.

5. Confidentiality.

(a) King shall preserve the confidentiality of all material non-public information provided by the Company or its agents for King’s use in fulfilling the Services (the “Confidential Information”), and shall not publish, disclose or otherwise divulge, such Confidential Information without the Company’s prior written consent, except to its officers, directors, agents, or employees on a confidential and need-to-know basis.

(b) Nothing herein shall prevent King from disclosing any such Confidential Information (i) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law or compulsory legal process based on the advice of counsel (in which case King agrees, to the extent practicable and not prohibited by applicable law, to inform the Company in writing promptly thereof prior to disclosure), (ii) upon the request or demand of any regulatory authority having jurisdiction over King (in which case King agrees, to the extent practicable and not prohibited by applicable law, to inform the Company in writing promptly thereof prior to disclosure), (iii) to the extent that such Confidential Information becomes publicly available other than by reason of improper disclosure by King in violation of any confidentiality obligations owing to the Company or any of its respective affiliates, (iv) to the extent that such information is received by King from a third party that is not, to King’s best knowledge, subject to contractual or fiduciary confidentiality obligations owing to the Company or its respective affiliates, and (v) to the extent such information was independently and

lawfully developed by King without the use of any Confidential Information. Promptly upon the Company's written request or at the end of the term hereof, King will deliver to the Company or destroy all Confidential Information.

6. Indemnity.

(a) The Company hereby agrees to indemnify and hold harmless King and its affiliates and its and their officers, directors, employees, advisors, agents, other representatives and controlling persons (King and each such other person being an "Indemnified Person", from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject to arising out of or in connection with this Agreement and the Services or any claim, litigation, investigation or proceeding (any of the foregoing, a "Proceeding") relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto or whether a Proceeding is brought by a third party or by the Company or any of its affiliates; provided that the foregoing indemnity shall not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses (i) to the extent they have resulted from the willful misconduct or gross negligence of such Indemnified Person (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) arising from a material breach of the obligations of such Indemnified Person under this Agreement or (iii) arising out of, or in connection with, any Proceeding that does not involve an act or omission by the Company or any of its affiliates and that is brought by an Indemnified Person against any other Indemnified Person. Promptly after receipt by an Indemnified Person of notice of its involvement in any Proceeding for which indemnification is reasonably likely to be sought hereunder, King or such other Indemnified Person will notify the Company in writing of such involvement. Delay or failure to so notify the Company will not relieve the Company from liability which it may have to any Indemnified Person hereunder, except to the extent that the Company is materially prejudiced by such delay or failure. The Company shall be entitled to assume the defense of all Indemnified Persons in connection with the Proceeding, including the employment of counsel reasonably satisfactory to King, and the payment of the fees and disbursements of such counsel. Notwithstanding the Company's decision to assume the defense of any Proceeding, the Indemnified Person shall have the right to employ separate counsel and to participate in the defense of the Proceeding. Such counsel shall be at the expense of the Indemnified Person, unless (i) the use of counsel chosen by the Company to represent the Indemnified Person would present such counsel with a conflict of interest, (ii) the named parties to any Proceeding (including any impleaded parties) include both the Company and an Indemnified Person and (A) representation of both parties by the same counsel, or conduct by the Company of the defense of the Indemnified Person, would be inappropriate due to actual or potential differing interests between the Company and such Indemnified Person or (B) there may be defenses available to the Indemnified Person which are different from, or in addition to, the defenses available to the Company, or (iii) the Company fails to assume the defense of the Proceeding or to employ counsel reasonably satisfactory to King, in each case in a timely manner. In the event of any of clauses (i) through (iii), then the Indemnified Person may employ separate counsel at the Company's expense to represent or defend it in any such Proceeding or group of related Proceedings; provided that in no event shall the Company be liable for the fees and expenses of more than one separate firm of attorneys for all Indemnified Persons in connection with any Proceeding, plus one firm of local counsel in each jurisdiction in which any such Proceeding is taking place. The foregoing indemnity and the Company's reimbursement obligations hereunder will be in addition to any liability which the Company may otherwise have and will be binding upon and inure to the benefit of any of the Company's successors and assigns and the Indemnified Persons.

(b) No party hereto shall be liable to any other party on any theory of liability for any special, indirect, incidental, exemplary, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings).

(c) In the event that an Indemnified Person is requested or required to appear as a witness or is deposed in any action brought by or on behalf of or against the Company or any of its subsidiaries or affiliates in which such Indemnified Person is not named as a defendant, the Company agrees to reimburse

such Indemnified Person for all reasonable expenses incurred by it in connection with such Indemnified Person's appearing and preparing to appear as such a witness, including, without limitation, the reasonable fees and expenses of its legal counsel.

7. Notices. Any notice, report or payment required or permitted to be given or made under this Agreement by one party to the other shall be in writing and addressed to the other party at the following address (or at such other address as shall be given in writing by one party to the other):

If to the Company, at the address above, with a copy to:

Gulfport Energy Operating Corporation
713 Market Drive
Oklahoma City, Oklahoma 73114
Attention: Patrick Craine
Email: pcraine@gulfportenergy.com

If to King:

D.F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, NY 10005
Attention: M. Asher F. Richelli, General Counsel
Fax: 212-709-3296

8. Miscellaneous.

(a) The Company acknowledges and agrees that (i) no fiduciary, advisory or agency relationship between the Company and King is intended to be or has been created in respect of any of the transactions contemplated by this Agreement and (ii) the Company waives, to the fullest extent permitted by law, any claims that it may have against King for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that King shall have no liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including its Holders, employees or creditors.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without reference to its conflicts of law rules. It is agreed that any action, suit or proceeding arising out of or based upon this Agreement shall be brought in the United States District Court for the Southern District of New York or, if such court lacks jurisdiction, any court of the State of New York of competent jurisdiction located in such District. Service of any process by registered mail addressed to each party at the respective address above shall be effective service of process against such party for any suit, action or proceeding brought in any such court. The parties hereto (i) waive, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the Services in any New York State court or in any such Federal court, (ii) waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court, and (iii) agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **EACH PARTY HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF ANY SERVICES HEREUNDER.**

(c) The compensation, confidentiality, reimbursement, indemnification, jurisdiction, governing law and waiver of jury trial provisions contained herein shall remain in full force and effect regardless of the termination of the Agreement. No amendment or waiver of any provision hereof shall be effective unless in writing and signed by the parties hereto and then only in the specific instance and for the specific purpose for which given. This Agreement is the only agreement between the parties hereto with respect to the matters contemplated hereby and sets forth the entire understanding of the parties with respect thereto. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission (or in “.pdf” or “.tif” form) shall be effective as delivery of a manually executed counterpart of this Agreement. If any provision of this Agreement shall be held illegal or invalid by any court, this Agreement shall be construed and enforced as if such provision had not been contained herein and shall be deemed an agreement between the parties hereto to the fullest extent permitted by law.

If the foregoing correctly sets forth the understanding between the Company and King, please indicate acceptance thereof in the space provided below for that purpose, whereupon this Agreement and the Company’s acceptance shall constitute a binding agreement between the parties hereto.

D.F. KING & CO., INC.

By:

Name: Kristian Klein
Title: Senior Managing Director

Accepted as of the date first above written:

**GULFPORT ENERGY OPERATING
CORPORATION**

By:

A handwritten signature in black ink, appearing to read "MHodges", is written over a horizontal line.

Name: Michael Hodges

Title: Chief Financial Officer