

ENTERED

January 07, 2022

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	Chapter 11
)	
MULE SKY LLC, <i>et al.</i> ,)	Case No. 20-35561 (DRJ)
)	
Reorganized Debtors.)	(Jointly Administered)
)	
)	(Formerly Jointly Administered under Lead Case Gulfport Energy Corporation, 20-35562)

**JOINT STIPULATION AND
AGREED ORDER (I) RESOLVING
(A) THE LIMITED OBJECTION OF EQM
OLYMPUS MIDSTREAM LLC, STRIKE FORCE
MIDSTREAM LLC, AND EQUITRANS WATER SERVICES (OH)
LLC TO DEBTORS’ PROPOSED CURE AMOUNTS AND (B) THE
PROOFS OF CLAIM FILED BY EQM OLYMPUS MIDSTREAM LLC,
STRIKE FORCE MIDSTREAM LLC, AND EQUITRANS WATER
SERVICES (OH) LLC, AND (II) GRANTING RELATED RELIEF**

(Docket No. 421)

This Stipulation and Agreed Order (the “Stipulation and Order”)¹ is made and entered into by and among the above-captioned reorganized debtors (collectively, before the effective date of the Plan, the “Debtors,” and after the effective date of the Plan, the “Reorganized Debtors”), on the one hand, and EQM Olympus Midstream LLC (“EQM”), Strike Force Midstream LLC (“Strike Force”), and Equitrans Water Services (OH) LLC (“Equitrans Water” and, together, with EQM and Strike Force, “Equitrans”), on the other hand. The Reorganized Debtors and Equitrans are sometimes referred to individually as a “Party” and collectively as the “Parties.” The Parties hereby stipulate and agree as follows:

¹ Capitalized terms used but not otherwise defined herein have the meanings given to them in the *Amended Joint Chapter 11 Plan of Reorganization of Gulfport Energy Corporation and its Debtor Subsidiaries* [Docket No. 1171] (the “Plan”). Unless otherwise indicated, docket references in this Stipulation and Order refer to the docket of *In re Gulfport Energy Corporation, et. al.*, Case No. 20-35562 (DRJ) (Jointly Administered) (Bankr. S.D. Tex. Nov. 13, 2020).

Recitals

WHEREAS, on January 26, 2021, EQM filed proof of claim no. 10804 asserting an unsecured claim against Gulfport Energy Corporation (“Gulfport”) in the amount of \$7,338,661.55 (the “EQM POC”) based upon amounts alleged to be due under that certain Gathering Agreement by and among Gulfport and EQM dated March 31, 2015 (as may be amended, supplemented, or modified from time to time, the “Belmont Gathering Agreement”).

WHEREAS, on March 4, 2021, Strike Force filed proof of claim no. 1335 (amending proof of claim no. 10809 filed on January 26, 2021) asserting an unsecured claim against Gulfport in the amount of \$29,900,935.99 (the “Strike Force POC”) based upon amounts alleged to be due under that certain Amended and Restated Gathering Agreement by and among Gulfport, Strike Force, and EQM dated May 1, 2018 (as amended by that First Amendment to Amended and Restated Gathering Agreement dated November 5, 2019, and as may be further amended, supplemented, or modified from time to time, the “East-South Gathering Agreement”).

WHEREAS, Gulfport Appalachia, LLC scheduled an unsecured debt owing to Equitrans Water in the amount of \$1,930,266.03 (the “Equitrans Water Claim”) based upon amounts owing under that certain Water Supply Service Agreement between Gulfport and Equitrans Water dated July 30, 2015 (as may be amended, supplemented, or modified from time to time, the “Water Supply Service Agreement” and, together with the East-South Gathering Agreement and the Belmont Gathering Agreement, the “Equitrans Contracts”).

WHEREAS, on April 21, 2021, the Debtors filed a Schedule of Proposed Cure Amounts as Exhibit D(i) (the “Cure Schedule”) to the Debtors’ *First Amended Plan Supplement for the Amended Joint Chapter 11 Plan of Reorganization of Gulfport Energy Corporation and its Debtor Subsidiaries* [Docket No. 1198] (the “First Amended Plan Supplement”), in which the Debtors

proposed an aggregate cure amount of \$35,700,108.94 in connection with the assumption of the Equitrans Contracts.²

WHEREAS, on April 26, 2021, Equitrans filed a *Limited Objection of EQM Olympus Midstream LLC, Strike Force Midstream LLC, and Equitrans Water Services (OH) LLC to Debtors' Proposed Cure Amounts* [Docket No. 1229] (the "Cure Objection"), which asserted that the proper aggregate cure amount to be paid in connection with the assumption of the Equitrans Contracts was \$39,743,599.07.

WHEREAS, following Equitrans's filing of the Cure Objection, Equitrans asserted that Strike Force incurred \$109,615.64 in additional costs attributable to the cleaning of a certain portion of the Strike Force gathering system, which Equitrans alleged was required due to impurities present in certain of the gas delivered by Gulfport through the gathering system (the "Clean Up Costs"). Including the Clean Up Costs, Equitrans asserted entitlement to a cure payment of \$39,853,214.71 (the "Cure Claim").³

WHEREAS, on April 27, 2021, the Court entered its *Order (I) Confirming the Amended Joint Chapter 11 Plan of Reorganization of Gulfport Energy Corporation and its Debtor Subsidiaries and (II) Granting Related Relief* [Docket No. 1262], confirming the Plan.

WHEREAS, on May 17, 2021, the Effective Date of the Plan occurred.

WHEREAS, on or about June 14, 2021, Gulfport paid Equitrans a total of \$39,402,140.74 in partial satisfaction of the Cure Claim, with the Parties reserving rights as to the remaining amounts in dispute.

² No subsequently filed Plan Supplement changed the proposed cure amount for the Equitrans Contracts.

³ Following Equitrans' filing of the Cure Objection, the Parties reconciled \$39,402,140.74 of the asserted cure, as described below.

WHEREAS, the Parties have agreed on a full and final resolution with respect to the remaining portion of the Cure Claim, and desire to enter into this Stipulation and Order to memorialize the same, the withdrawal of the EQM POC and Strike Force POC, and the satisfaction of the Equitrans Water Claim.

WHEREAS, the Reorganized Debtors have determined in their reasonable business judgment that entry into this Stipulation and Order is in the best interests of the Reorganized Debtors and their respective estates.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION AND ORDER, IT IS SO ORDERED as follows:

1. The above recitals are incorporated by reference into this Stipulation and Order with the same force and effect as if fully set forth herein.
2. On or before December 31, 2021, Gulfport shall pay to Strike Force the sum of Three Hundred Eighty-Five Thousand Dollars (\$385,000.00) in full and final satisfaction of the Cure Claim.
3. Upon Strike Force's receipt of the \$385,000 payment as provided in the preceding paragraph, (a) the EQM POC and the Strike Force POC shall be deemed withdrawn with prejudice, and (b) the Equitrans Water Claim shall be deemed satisfied in full.
4. Equitrans hereby consents to the modification of the claims register to be consistent with the terms of this Stipulation and Order.
5. This Stipulation and Order is not intended to, and shall not, prejudice or otherwise impact any rights, remedies, and/or defenses of the Parties with respect to any activity or transactions occurring pursuant to the Equitrans Contracts going forward, following this resolution

of the Cure Claim. For the avoidance of doubt and without limitation, the resolution of the Cure Claim (including the Clean Up Costs) embodied by this Stipulation and Order is not intended to, and shall not, impact the rights, remedies, and/or defenses of any Party in respect of any issues related to non-conforming gas that may arise in the future, as to which all rights, remedies, and/or defenses of the Parties shall be fully preserved.

6. The terms and conditions of this Stipulation and Order shall be effective and immediately enforceable upon its entry by the Clerk of the Court.

7. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to this Stipulation and Order in accordance with its terms.

8. The Court retains exclusive jurisdiction with respect to any disputes arising from or other actions to interpret, administer, or enforce the terms and provisions of this Stipulation and Order.

Signed: January 07, 2022.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

STIPULATED AND AGREED TO THIS 23RD DAY OF DECEMBER, 2021:

Respectfully Submitted,

/s/ Matthew D. Cavanaugh

JACKSON WALKER L.L.P.

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*Counsel for EQM Olympus Midstream LLC,
Strike Force Midstream LLC, and Equitrans
Water Services (OH) LLC*

United States Bankruptcy Court
Southern District of Texas

In re:
Mule Sky LLC
Official Committee Of Unsecured Creditor
Debtors

Case No. 20-35561-drj
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Jan 07, 2022

User: ADIuser
Form ID: pdf002

Page 1 of 2
Total Noticed: 16

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 09, 2022:

Recip ID	Recipient Name and Address
db	+ Gator Marine Ivanhoe, Inc., 3001 Quail Springs Rd, Oklahoma City, OK 73134-2640
db	+ Gator Marine, Inc., 3001 Quail Springs Rd, Oklahoma City, OK 73134-2640
db	+ Grizzly Holdings, Inc., 3001 Quail Springs Rd, Oklahoma City, OK 73134-2640
db	+ Gulfport Appalachia, LLC, 3001 Quail Springs Rd, Oklahoma City, OK 73134-2640
db	+ Gulfport Energy Corporation, 3001 Quail Springs Rd, Oklahoma City, OK 73134-2640
db	+ Gulfport MidCon, LLC, 3001 Quail Springs Parkway, Oklahoma City, OK 73134-2640
db	+ Gulfport Midstream Holdings, LLC, 3001 Quail Springs Parkway, Oklahoma City, OK 73134-2640
db	+ Jaguar Resources LLC, 3001 Quail Springs Parkway, Oklahoma City, OK 73134-2640
db	+ Mule Sky LLC, 3001 Quail Springs Rd, Oklahoma City, OK 73134-2640
db	+ Puma Resources, Inc., 3001 Quail Springs Parkway, Oklahoma City, OK 73134-2640
db	+ Westhawk Minerals LLC, 3001 Quail Springs Parkway, Oklahoma City, OK 73134-2640
cr	+ Edgeworth Economics, c/o Padfield & Stout, LLP, Christopher V. Arisco, 420 Throckmorton Street, Suite 1210, Fort Worth, TX 76102 UNITED STATES 76102-3792
cr	+ Marathon Oil Company, c/o Clay M. Taylor, Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton Street, Suite 1000, Fort Worth, TX 76102-3727
cr	+ Mary Lou Waldie, c/o Roetzel & Andress, 222 S. Main St., Suite 400, Akron, OH 44308-1538
cr	+ Ray Norris, c/o Roetzel & Andress, 222 S. Main St., Suite 400, Akron, OH 44308-1538
cr	+ Velma Neuhart, c/o Roetzel & Andress, 222 S. Main St., Suite 400, Akron, OH 44308-1538

TOTAL: 16

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		Continental Resources, Inc.
op		Epiq Corporate Restructuring, LLC
intp		Highlander Sportsman's Club, Inc.
cr		Hills and Hollers Farm LLC
intp		Josue Cenet
cr		Long Point Energy LLC
crcm		Official Committee Of Unsecured Creditors
intp		Ohio Department of Commerce, Bureau of Wage and Ho
intp		Special Committee of the Board of Directors of Gul
intp		Stefan M. Selig and Andrew C. Kidd, as the Special
intp		Stingray Pressure Pumping LLC
cr		Texas Gas Transmission, LLC

TOTAL: 12 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

District/off: 0541-4

User: ADIuser

Page 2 of 2

Date Rcvd: Jan 07, 2022

Form ID: pdf002

Total Noticed: 16

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 09, 2022

Signature: /s/Joseph Speetjens