

ENTERED

February 01, 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) AUTHORIZING THE SETTLEMENT WITH
TEXAS GAS TRANSMISSION, LLC AND (II) GRANTING RELATED RELIEF**

(Docket No. 460)

This Stipulation and Agreed Order (the “Stipulation and Order”)¹ is made and entered into by and among the above-captioned reorganized debtors (before the Effective Date of the Plan, the “Debtors,” and after the Effective Date of the Plan, the “Reorganized Debtors”) and Texas Gas Transmission, LLC (“Texas Gas,” and together with the Reorganized Debtors, the “Parties”). The Parties hereby stipulate and agree as follows:

Recitals

WHEREAS, on February 6, 2014 and March 6, 2015, Gulfport Parent and Texas Gas entered into certain precedent agreements for Texas Gas' Ohio-Louisiana Access Project and Northern Supply Access Project, respectively (the "Precedent Agreements"). Pursuant to the Precedent Agreements, Gulfport Parent entered into certain firm transportation natural gas agreements with Texas Gas, including: (a) that certain August 1, 2015 firm transportation natural

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).

gas agreement, bearing contract number 34939; and (b) that certain March 29, 2016 firm transportation natural gas agreement, bearing contract number 35446 (collectively, the “FT Agreements,” and together with the Precedent Agreements, the “Texas Gas Agreements”).

WHEREAS, on November 13, 2020, each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”).

WHEREAS, on November 15, 2020, the Debtors filed the *Motion of Gulfport Energy Corporation for Entry of an Order (I) Authorizing Rejection of Certain Negotiated Rate Firm Transportation Agreements and Related Contracts Effective as of the Petition Date and (II) Granting Related Relief* [Docket No. 58] seeking entry of an order authorizing, among other things, the Debtors’ rejection of the Texas Gas Agreements.

WHEREAS, on December 11, 2020, the Court entered the *Agreed Order (I) Authorizing the Rejection of the Texas Gas Agreements and (II) Granting Related Relief* [Docket No. 385], consensually rejecting the Texas Gas Agreements, effective as of December 11, 2020.

WHEREAS, January 21, 2021, Texas Gas filed a proof of claim [Claim No. 10276] (as amended, the “Texas Gas Claim”), asserting a general unsecured claim of \$87,478,175.51.

WHEREAS, on April 15, 2021, the Debtors filed the Plan. On April 27, 2021, the Bankruptcy Court entered an order confirming the Plan [Docket No. 1262]. The Plan became effective on May 17, 2021, and the Debtors emerged from chapter 11. *See Notice of (A) Entry of Order (I) Confirming the Joint Chapter 11 Plan of Reorganization of Gulfport Energy Corporation and its Debtor Subsidiaries and (II) Granting Related Relief, and (B) Occurrence of Effective Date* [Docket No. 1393].

WHEREAS, on June 15, 2021, Texas Gas timely filed the *Texas Gas Transmissions, LLC's Application for Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)* [Docket No. 1497] (the "Administrative Expense Claim"), seeking an administrative expense claim for \$807,719.44 in the aggregate.

WHEREAS, on July 21, 2021, the Reorganized Debtors filed the *Reorganized Debtors' Objection to Texas Gas' Application for Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)* [*In re Mule Sky, LLC, et al.*, Docket No. 75], objecting to the Administrative Expense Claim.

WHEREAS, on August 23, 2021, the Reorganized Debtors filed the *Reorganized Debtors' Objection to Proof of Claim filed by Texas Gas Transmission, LLC (No. 10276)* [*In re Mule Sky, LLC, et al.*, Docket No. 216], objecting to the Texas Gas Claim.

WHEREAS, on September 22, 2021, Texas Gas filed an amended Texas Gas Claim [Claim No. 10979], asserting a general unsecured claim of \$34,947,418.85.

WHEREAS, on September 22, 2021, Texas Gas filed their *Response to Reorganized Debtors' Objection to Proof of Claim filed by Texas Gas Transmission, LLC (No. 10276)* [*In re Mule Sky, LLC, et al.*, Docket No. 330].

WHEREAS, on January 31, 2022, the Parties entered into that certain Settlement Agreement (the "Settlement Agreement"), resolving (a) the Texas Gas Claim and the Administrative Expense Claim, (b) any claims or causes of action that the Debtors or Reorganized Debtors, as applicable, may have or assert against Texas Gas related thereto, and (c) any claims or causes of action that Texas Gas may have or assert against the Debtors or the Reorganized Debtors, as applicable, related thereto.

WHEREAS, although the Reorganized Debtors may settle, compromise, or resolve any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court pursuant to Article VII.B of the Plan, the Parties wish to seek approval of the Settlement Agreement pursuant to this Stipulation and Order.

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

THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE BANKRUPTCY 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. The Settlement Agreement attached hereto as **Exhibit 1** is approved in its entirety.
3. The terms and conditions of this Stipulation and Order shall be effective and immediately enforceable upon its entry by the Clerk of the Bankruptcy Court. The Settlement Agreement is a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Parties. The Parties further acknowledge and agree that the Settlement Agreement shall not be used to suggest an admission of liability in any dispute that any of the Parties may have now or in the future with respect to any person or entity. Neither the Settlement Agreement nor anything in it, nor any part of the negotiations that occurred in connection with the creation of the Settlement Agreement, shall constitute evidence with respect to any issue or dispute, including, without limitation, the amount of damages alleged or incurred

in this proceeding, except for legal proceedings concerning the enforcement or interpretation of the Settlement Agreement.

4. 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.

5. The Bankruptcy 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: February 01, 2022.


DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

AGREED TO THIS 31ST DAY OF JANUARY, 2022:

Houston, Texas
January 31, 2022

/s/ Matthew D. Cavanaugh

JACKSON WALKER L.L.P.

Matthew D. Cavanaugh (TX Bar No. 24062656)
Veronica A. Polnick (TX Bar No. 24079148)
Cameron A. Secord (TX Bar No. 24093659)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavanaugh@jw.com
vpolnick@jw.com
csecord@jw.com

Co-Counsel for the Reorganized Debtors

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP
Edward O. Sassower, P.C.
Steven N. Serajeddini, P.C. (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4600
Facsimile: (212) 446-4800
Email: edward.sassower@kirkland.com
steven.serajeddini@kirkland.com

-and-

Christopher S. Koenig (admitted *pro hac vice*)
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: chris.koenig@kirkland.com

Co-Counsel for the Reorganized Debtors

/s/ Mark C. Moore

FOLEY & LARDNER LLP

John P. Melko (TX Bar No. 13919600)
Mark C. Moore (TX Bar No. 24074751)
1000 Louisiana, Suite 2000
Houston, Texas 77002
Telephone: (713) 276-5500
Email: jmelko@foley.com
mmoore@foley.com

Counsel for Texas Gas Transmission, LLC

Exhibit 1

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (this “**Agreement**”), dated as of January 31, 2022, is made by and between Gulfport Energy Corporation (“**Gulfport**”) and its affiliated former debtors and debtors in possession (collectively, before the effective date of the Plan,¹ the “**Debtors**,” and after the effective date of the Plan, the “**Reorganized Debtors**”) and Texas Gas Transmission, LLC (“**Texas Gas**”). Gulfport and Texas Gas are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

WHEREAS, on February 6, 2014 and March 6, 2015, Gulfport Parent and Texas Gas entered into certain precedent agreements for Texas Gas’ Ohio-Louisiana Access Project and Northern Supply Access Project, respectively (the “**Precedent Agreements**”). Pursuant to the Precedent Agreements, Gulfport Parent entered into certain firm transportation natural gas agreements with Texas Gas, including: (a) that certain August 1, 2015 firm transportation natural gas agreement, bearing contract number 34939; and (b) that certain March 29, 2016 firm transportation natural gas agreement, bearing contract number 35446 (collectively, the “**FT Agreements**,” and together with the Precedent Agreements, the “**Texas Gas Agreements**”);

WHEREAS, in connection with the FT Agreements, Gulfport Parent executed that certain credit support agreement, dated as of April 7, 2014, providing credit support commitments related to the Ohio-Louisiana Access Project, and that certain credit support agreement, dated as of April 13, 2015, as amended effective April 1, 2020, providing credit support commitments related to the Northern Access Project (collectively, the “**Credit Support Agreements**”). Under the Credit Support Agreements, Gulfport Parent provided Texas Gas with standby letters of credit (the “**Letters of Credit**”) as credit assurance for the FT Agreements in the event of the occurrence of certain specified defaults or other conditions;

WHEREAS, on November 13, 2020 (the “**Petition Date**”), each of the Debtors filed a voluntary petition in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”), commencing cases for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the “**Bankruptcy Code**”), which cases are being jointly administered under case number 20-35561 (DRJ) (collectively, the “**Chapter 11 Cases**”);

WHEREAS, on November 15, 2020, the Debtors filed the *Motion of Gulfport Energy Corporation for Entry of an Order (I) Authorizing Rejection of Certain Negotiated Rate Firm Transportation Agreements and Related Contracts Effective as of the Petition Date and*

¹ All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Amended Joint Chapter 11 Plan of Reorganization of Gulfport Energy Corporation and Its Debtor Affiliates* [Docket No. 1171] (the “**Plan**”).

(II) *Granting Related Relief* [Docket No. 58]² seeking entry of an order authorizing, among other things, the Debtors' rejection of the Texas Gas Agreements;

WHEREAS, on or around November 19, 2020, Texas Gas drew down on the Letters of Credit, accruing proceeds amounting to \$37,725,200.00 in the aggregate;

WHEREAS, on December 11, 2020, the Court entered the *Agreed Order (I) Authorizing the Rejection of the Texas Gas Agreements and (II) Granting Related Relief* [Docket No. 385], consensually rejecting the Texas Gas Agreements, effective as of December 11, 2020;

WHEREAS, January 21, 2021, Texas Gas filed a proof of claim [Claim No. 10276] (as amended, the "**Texas Gas Claim**"), asserting a general unsecured claim of \$87,478,175.51;

WHEREAS, on April 15, 2021, the Debtors filed the Plan. On April 27, 2021, the Bankruptcy Court signed an order confirming the Plan [Docket No. 1262] (the "**Confirmation Order**"). The Plan became effective on May 17, 2021 (the "**Plan Effective Date**"), and the Debtors emerged from chapter 11. See *Notice of (A) Entry of Order (I) Confirming the Joint Chapter 11 Plan of Reorganization of Gulfport Energy Corporation and its Debtor Subsidiaries and (II) Granting Related Relief, and (B) Occurrence of Effective Date* [Docket No. 1393];

WHEREAS, on June 15, 2021, Texas Gas timely filed the *Texas Gas Transmissions, LLC's Application for Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)* [Docket No. 1497] (the "**Administrative Expense Claim**," and together with the Texas Gas Claim, the "**Texas Gas Claims**"), seeking an administrative expense claim for \$807,719.44 in the aggregate;

WHEREAS, on July 21, 2021, the Reorganized Debtors filed the *Reorganized Debtors' Objection to Texas Gas' Application for Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b) [In re Mule Sky, LLC, et al., Docket No. 75]* (the "**Administrative Claim Objection**"), objecting to the Administrative Expense Claim;

WHEREAS, on August 23, 2021, the Reorganized Debtors filed the *Reorganized Debtors' Objection to Proof of Claim filed by Texas Gas Transmission, LLC (No. 10276) [In re Mule Sky, LLC, et al., Docket No. 216]*, objecting to the Texas Gas Claim;

WHEREAS, on September 22, 2021, Texas Gas filed an amended Texas Gas Claim [Claim No. 10979], asserting a general unsecured claim of \$34,947,418.85;

WHEREAS, on September 22, 2021, Texas Gas filed their *Response to Reorganized Debtors' Objection to Proof of Claim filed by Texas Gas Transmission, LLC (No. 10276) [In re Mule Sky, LLC, et al., Docket No. 330]*;

WHEREAS, the Parties have had a reasonable and fair opportunity to review and analyze the Texas Gas Claims and have agreed to fully and finally resolve the Texas Gas Claims in accordance with the terms and conditions of this Agreement; and

² Unless otherwise indicated, all docket references within this Agreement refer to the former jointly administered case, *In re Gulfport Energy Corp., et al.*, Case No. 35562 (DRJ) (Bankr. S.D. Tex.).

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Settlement Payments.** Within five business days of the Settlement Effective Date, the Parties agree that: (a) in full and final satisfaction of the Texas Gas Claim, the Reorganized Debtors shall make a wire transfer of immediately available funds in the amount of \$430,000; and (b) in full and final satisfaction of the Administrative Expense Claim, the Reorganized Debtors shall make a wire transfer of immediately available funds in the amount of \$170,000 (collectively, the “**Settlement Payments**”). The Reorganized Debtors shall make the Settlement Payments pursuant to the wire information set forth on **Exhibit A**.

2. **Releases.**

a. On the Settlement Effective Date, the Reorganized Debtors, the Debtors, and the Estates, on behalf of themselves and each of their predecessors, successors, and assigns, irrevocably and unconditionally waive, release, acquit, and forever discharge Texas Gas and each of its predecessors, successors, and assigns, and each of its subsidiaries, parent companies, and other affiliates of and from any and all charges, complaints, claims, causes of action, promises, agreements, rights to payment, rights to any equitable remedy, rights to any equitable subordination or recharacterization, demands, debts, liabilities, express or implied contracts, obligations of payment or performance, rights of setoff or recoupment, accounts, damages, costs, losses or expenses they may have or assert against Texas Gas related to or arising from the Texas Gas Agreements, the Letters of Credit, or the Texas Gas Claims.

b. On the Settlement Effective Date, Texas Gas, on behalf of itself and each of its predecessors, successors, and assigns, irrevocably and unconditionally waives, releases, acquits, and forever discharges the Reorganized Debtors, the Debtors, and the Estates and each of their predecessors, successors, and assigns, and each of their subsidiaries, parent companies, and other affiliates of and from any and all charges, complaints, claims, causes of action, promises, agreements, rights to payment, rights to any equitable remedy, rights to any equitable subordination or recharacterization, demands, debts, liabilities, express or implied contracts, obligations of payment or performance, rights of setoff or recoupment, accounts, damages, costs, losses or expenses they may have or assert against the Reorganized Debtors, the Debtors, and the Estates related to or arising from the Texas Gas Agreements, the Letters of Credit, or the Texas Gas Claims.

3. **Condition Precedent to Effectiveness.** The settlement contained herein is subject to the Bankruptcy Court’s approval through the entry of a joint stipulation and agreed order filed by the Parties (the date on which such condition precedent is satisfied, the “**Settlement Effective Date**”).

4. **Modification of Claims.** On the Settlement Effective Date, (a) the Texas Gas Claim shall be deemed fully satisfied and Texas Gas consents to the modification of the Texas Gas Claim on

the claims register accordingly, and (b) the Administrative Expense Claim shall be deemed fully satisfied and the Administrative Claim Objection shall be deemed withdrawn with prejudice.

5. **General Provisions.**

a. **No Admissions.** Each Party acknowledges and agrees that nothing herein constitutes an admission or concession of any legal or factual issue raised, referred to, or contained in this Agreement.

b. **Amendment.** No term of this Agreement may be modified, waived or amended except in a writing signed by the other party against whom enforcement of the modification, waiver or amendment is sought.

c. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

d. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

e. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

f. **Advice of Counsel; No Strict Construction.** Each of the Parties represents to each other Party that it has discussed this Agreement with its counsel. This Agreement has been prepared through the joint efforts of all of the Parties. Neither the provisions of this Agreement nor any alleged ambiguity shall be interpreted or resolved against any Party on the ground that such Party's counsel drafted this Agreement, or based on any other rule of strict construction. Each of the Parties represents and declares that such Party has carefully read this Agreement, and that such Party knows the contents of this Agreement and signs the same freely and voluntarily. The Parties hereby acknowledge that they have been represented by legal counsel or their own choosing in negotiations for and preparation of this Agreement and that each of them has read the same and had its contents fully explained by such counsel and is fully aware of its contents and legal effect.

g. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

h. **Consent to Jurisdiction.** All actions brought arising out of this Agreement shall be brought in the Bankruptcy Court, and the Bankruptcy Court shall retain exclusive jurisdiction to determine any and all such actions.

i. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. The Parties agree that this Agreement will be considered signed when the signature of a Party is delivered by facsimile or electronic mail transmission. Such facsimile or electronic mail signature shall be treated in all respects as having the same effect as an original signature.

j. Section Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

k. Third Party Beneficiaries. No person or entity not a party hereto shall be deemed a third-party beneficiary of any provision of this Agreement or shall otherwise be entitled to enforce any provision hereof.

l. Electronic Signatures. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Texas Gas, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

m. Notice. Any notice provided or permitted to be given under this Agreement shall be in writing, and may be served by personal delivery, overnight courier, electronic mail, facsimile, or by registered or certified U.S. mail addressed to the party to be notified, postage prepaid, return receipt requested. Notice deposited in the mail in the manner described shall be deemed to have been given and received on the date of the delivery as shown on the return receipt. Notice served in any other manner shall be deemed to have been given and received only if and when actually received by the addressee (provided that an automated response from the e-mail account, server or facsimile machine of the intended recipient does not constitute an affirmative reply).

For purposes of notice, the addresses of the parties shall be as follows:

Reorganized Debtors:

Gulfport Energy Corporation
3001 Quail Springs Parkway
Oklahoma City, Oklahoma 73134
Attention: Patrick Craine
Phone No.: 405-252-4600
E-mail: pcraine@gulfportenergy.com

With a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Steven N. Serajeddini, P.C.
Phone No.: 212-446-4600
E-mail: steven.serajeddini@kirkland.com

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Christopher S. Koenig
Phone No.: 312-862-2000
E-mail: chris.koenig@kirkland.com

Texas Gas:

Boardwalk GP, LLC
Michael E. McMahon
9 Greenway Plaza, Suite 2800
Phone No.: 713-479-8059
E-mail: Mike.McMahon@bwpipelines.com

With a copy to (which shall not constitute notice):

Foley & Lardner LLP
1000 Louisiana, Suite 2000
Houston, Texas 77002
Attention: John P. Melko
Phone No.: 713-276-5500
E-mail: jmelko@foley.com

and

Foley & Lardner LLP
2021 McKinney Avenue, Suite 1600
Dallas, Texas 75201
Attention: Mark C. Moore
Phone No.: 214-999-4150
E-mail: mmoore@foley.com

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed and delivered by their duly authorized officer or other authorized signatory as of the date first written above.

Gulfport Energy Corporation


By:  _____

Printed Name: Patrick K. Craine

Title: Chief Legal and Administrative Officer

[Signature Page to Settlement Agreement]

Texas Gas Transmission, LLC

By: 
Printed Name: Michael E. McMahon
Title: Senior Vice President and General Counsel

[Signature Page to Settlement Agreement]

Exhibit A

Texas Gas Wire Instructions

[Wire instructions to come.]

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: Feb 01, 2022

User: ADIuser
Form ID: pdf002

Page 1 of 10
Total Noticed: 19

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 Feb 03, 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	+ Bradley Broussard, c/o Cain & Skarnulis PLLC, 303 Colorado Street, Suite 2850, Austin, TX 78701-4653
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	+ Gateway Royalty II, LLC, c/o John Massouh, PO Box 15008, Amarillo, TX 79105-5008
cr	+ Gateway Royalty III, LLC, c/o John Massouh, PO Box 15008, Amarillo, TX 79105-5008
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 Neuhaert, c/o Roetzel & Andress, 222 S. Main St., Suite 400, Akron, OH 44308-1538

TOTAL: 19

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		Burlington Resources Oil & Gas Company LP
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
cr		Sarah J Hogston
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

District/off: 0541-4

User: ADIuser

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Date Rcvd: Feb 01, 2022

Form ID: pdf002

Total Noticed: 19

TOTAL: 14 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

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: Feb 03, 2022

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 1, 2022 at the address(es) listed below:

Name	Email Address
A Wolfgang McGavran	on behalf of Creditor Strike Force Midstream LLC wmcgavran@mcguirewoods.com
A Wolfgang McGavran	on behalf of Creditor Rice Olympus Midstream wmcgavran@mcguirewoods.com
Abbey U. Dreher	on behalf of Creditor Midfirst Bank sdecf@BDFGROUP.com
Alonzo Z Casas	on behalf of Creditor The Huntington National Bank ecftsb@aldridgepite.com ACasas@ecf.inforuptcy.com
Andrew A Braun	on behalf of Creditor Westerngeco LLC abraun@glllaw.com
Andrew I. Silfen	on behalf of Interested Party UMB Bank N.A. Andrew.silfen@arentfox.com
Anna Rotman	on behalf of Debtor Gulfport Energy Corporation anna.rotman@kirkland.com rkwasteniet@kirkland.com;jaimie.fedell@kirkland.com;brad.weiland@kirkland.com;john.luze@kirkland.com;kevin.mcclelland@kirkland.com;ecf-9b7a1a52c6e8@ecf.pacerpro.com;ryan-besaw-6605@ecf.pacerpro.com
Armistead Mason Long	on behalf of Creditor Elizabeth Allen along@gamb.law sroberts@gamb.law;psimon@gamb.law
Armistead Mason Long	on behalf of Creditor Jacqueline Milligan along@gamb.law sroberts@gamb.law;psimon@gamb.law
Armistead Mason Long	on behalf of Creditor Paula Milligan along@gamb.law sroberts@gamb.law;psimon@gamb.law
Ben L Aderholt	on behalf of Creditor Rexel USA Inc. baderholt@coatsrose.com, vhernandez@coatsrose.com
Bradley Benoit	on behalf of Creditor Rockies Express Pipeline LLC brad.benoit@bracewell.com, pamela.parrott@bracewell.com;mary. Kearney@bracewell.com
Bradley Clay Knapp	on behalf of Creditor Burlington Resources Oil & Gas Company LP bknapp@lockelord.com Yamille.Harrison@lockelord.com
Brandon O'Quinn	on behalf of Creditor Wolf Pack Rentals LLC c/o Meghan K. Flanery boquinn@gamb.com, jcortiaus@gamb.com
Brandon Craig Bickle	on behalf of Creditor Continental Resources Inc. bbickle@gablelaw.com, rpenberthy@gablelaw.com
Brent L. English	on behalf of Creditor Sarah J Hogston wendy@englishlaw.com
Bruce Davidson Oakley	

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	on behalf of Creditor ANR Pipeline Company bruce.oakley@hoganlovells.com jodie.maniet@hoganlovells.com
Bruce Davidson Oakley	on behalf of Creditor TC Energy bruce.oakley@hoganlovells.com jodie.maniet@hoganlovells.com
Bruce Davidson Oakley	on behalf of Creditor Columbia Gulf Transmission LLC bruce.oakley@hoganlovells.com, jodie.maniet@hoganlovells.com
Bruce Davidson Oakley	on behalf of Creditor Columbia Gas Transmission LLC bruce.oakley@hoganlovells.com, jodie.maniet@hoganlovells.com
Cameron A. Secord	on behalf of Debtor Gulfport Energy Corporation csecord@jw.com sduett@jw.com;kgradney@jw.com;dtrevino@jw.com
Catherine Allyn Diktaban	on behalf of Interested Party The Bank of Nova Scotia cdiktaban@huntonak.com
Charles A Beckham, Jr	on behalf of Interested Party Enable Gas Transmission LLC beckhamc@haynesboone.com, kenneth.rusinko@haynesboone.com
Charles A Beckham, Jr	on behalf of Interested Party Enable Oklahoma Intrastate Transmission LLC beckhamc@haynesboone.com, kenneth.rusinko@haynesboone.com
Charles Bedford Hampton	on behalf of Creditor Eastern Gas Transmission & Storage Inc. champton@mcguirewoods.com
Charles Bedford Hampton	on behalf of Creditor East Ohio Gas Company d/b/a Dominion Energy Ohio champton@mcguirewoods.com
Christopher D. Sileo	on behalf of Interested Party Stingray Pressure Pumping LLC csileo@scottDoug.com lgarcia@scottDoug.com
Christopher Joshua Osborne	on behalf of Creditor Marathon Oil Company c.joshosborne@bondsellis.com
Christopher R Harris	on behalf of Interested Party Midship Pipeline Company LLC Christopher.harris@lw.com, christopher-harris-4147@ecf.pacerpro.com
Christopher V Arisco	on behalf of Creditor Edgeworth Economics carisco@padfieldstout.com
Clay Marshall Taylor	on behalf of Creditor Marathon Oil Company clay.taylor@bondsellis.com krista.hillman@bondsellis.com
Clayton David Ketter	on behalf of Creditor Commissioners of the Land Office of the State of Oklahoma cdketter@phillipsmurrah.com mdmills@phillipsmurrah.com
David K Bissinger	on behalf of Creditor JAN X-RAY SERVICES INC. dbissinger@bowlip.com, sglover@bowlip.com
Deirdre Carey Brown	on behalf of Creditor Ohio River Collieries Company dbrown@forsheystok.com dcbfirm@gmail.com;deirdrecbrown@yahoo.com;calendar@forsheystok.com;lbreedlove@forsheystok.com;dcb@ecf.courtdiver.com;dcb@dcbfirm.com
Elizabeth M Guffy	on behalf of Creditor QBE Insurance Corporation eguffy@lockelord.com eguffy@ecf.axosfs.com
Emil A. Kleinhaus	on behalf of Interested Party Special Committee of the Board of Directors of Gulfport Energy Corporation eakleinhaus@wlrk.com
Florence Bonaccorso-Saenz	on behalf of Creditor Louisiana Department of Revenue florence.saenz@la.gov
Genevieve Marie Graham	on behalf of Debtor Mule Sky LLC ggraham@jw.com dtrevino@jw.com;kgradney@jw.com
Genevieve Marie Graham	on behalf of Debtor Gulfport Energy Corporation ggraham@jw.com dtrevino@jw.com;kgradney@jw.com
George A. Kurisky, Jr.	on behalf of Creditor TXAM Pumps gkurisky@jdkklaw.com kgoodman@jdkglaw.com;twhite@jdkglaw.com;craney@jdkglaw.com;lward@jdkglaw.com
Gerald James Landon	on behalf of Creditor Clausus Family Farm LP landon@slolip.com, rangel@slolip.com
Gregory W Watts	on behalf of Creditor Jaqueline M Bradley gwatts@kwgd.com mhelmick@kwgd.com

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Gregory W Watts	on behalf of Creditor WMS Monroe LLC gwatts@kwgd.com, mhelmick@kwgd.com
Gregory W Watts	on behalf of Creditor Stefan Toma gwatts@kwgd.com mhelmick@kwgd.com
Gregory W Watts	on behalf of Creditor Pora Putney Ridge Properties LLC gwatts@kwgd.com mhelmick@kwgd.com
Gregory W Watts	on behalf of Creditor JES Monroes LLC gwatts@kwgd.com mhelmick@kwgd.com
Gregory W Watts	on behalf of Creditor Robert J McLaughlin gwatts@kwgd.com mhelmick@kwgd.com
Gregory W Watts	on behalf of Creditor DLS Monroe LLC gwatts@kwgd.com mhelmick@kwgd.com
Gregory W Watts	on behalf of Creditor Cassandra Ridenour gwatts@kwgd.com mhelmick@kwgd.com
Gregory W Watts	on behalf of Creditor Senterra Ltd gwatts@kwgd.com mhelmick@kwgd.com
Hector Duran, Jr	on behalf of U.S. Trustee US Trustee Hector.Duran.Jr@usdoj.gov
Holly C Hamm	on behalf of Creditor Smith International Inc. holly@snow-green.com, janis@snow-green.com;brenda@snow-green.com;laura@snow-green.com
Holly C Hamm	on behalf of Creditor M-I L.L.C. d/b/a MI-SWACO holly@snow-green.com, janis@snow-green.com;brenda@snow-green.com;laura@snow-green.com
Jacob Michael Stephens	on behalf of Interested Party Silverthorne Seismic II LLC jstephens@imtexaslaw.com, dhall@imtexaslaw.com
Jamie Alan Aycock	on behalf of Debtor Gulfport Energy Corporation jamie.aycock@kirkland.com
Jamie Alan Aycock	on behalf of Debtor Mule Sky LLC jamie.aycock@kirkland.com
Jason Lee Boland	on behalf of Creditor Committee Official Committee Of Unsecured Creditors jason.boland@nortonrosefulbright.com
Jason Michael Katz	on behalf of Interested Party Ray Potts jkatz@ccsb.com rbell@ccsb.com,wmartinez@ccsb.com
Jason Michael Katz	on behalf of Interested Party Patricia Potts jkatz@ccsb.com rbell@ccsb.com,wmartinez@ccsb.com
Jayson B. Ruff	on behalf of U.S. Trustee US Trustee jayson.b.ruff@usdoj.gov
John Gaither	on behalf of Creditor Robert T. Stephenson jgaither@neliganlaw.com rclark@neliganlaw.com
John C Gentile	on behalf of Creditor Hills and Hollers Farm LLC jgentile@beneschlaw.com debankruptcy@beneschlaw.com;lmolinaro@beneschlaw.com
John E Mitchell	on behalf of Creditor Ohio River Systems LLC john.mitchell@katten.com
John E Mitchell	on behalf of Creditor Sunoco Partners Marketing & Terminals L.P. john.mitchell@katten.com
John E Mitchell	on behalf of Creditor Rover Pipeline LLC john.mitchell@katten.com
John E.W. Baay, II	on behalf of Creditor Westerngeco LLC jbaay@gllaw.com
John F Higgins, IV	on behalf of Creditor Ad Hoc Group of Noteholders jhiggins@porterhedges.com emoreland@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com;mwebb@porterhedges.com
John F. Massouh	on behalf of Creditor Gateway Royalty III LLC john.massouh@sprouselaw.com, sherida.stone@sprouselaw.com
John F. Massouh	

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	on behalf of Creditor Gateway Royalty II LLC john.massouh@sprouselaw.com, sherida.stone@sprouselaw.com
John James Sparacino	on behalf of Creditor Stringray Pressure Pumping LLC jsparacino@mckoolsmith.com jcharles@mckoolsmith.com;ajohns@mckoolsmith.com;john-sparacino-7086@ecf.pacerpro.com
John James Sparacino	on behalf of Creditor Mammoth Energy Services Inc. jsparacino@mckoolsmith.com, jcharles@mckoolsmith.com;ajohns@mckoolsmith.com;john-sparacino-7086@ecf.pacerpro.com
John James Sparacino	on behalf of Interested Party Stingray Pressure Pumping LLC jsparacino@mckoolsmith.com jcharles@mckoolsmith.com;ajohns@mckoolsmith.com;john-sparacino-7086@ecf.pacerpro.com
John James Sparacino	on behalf of Creditor Midship Pipeline Company LLC jsparacino@mckoolsmith.com, jcharles@mckoolsmith.com;ajohns@mckoolsmith.com;john-sparacino-7086@ecf.pacerpro.com
John P Melko	on behalf of Interested Party Texas Gas Transmission LLC jmelko@foley.com, rdiep@foley.com;john-melko-2781@ecf.pacerpro.com;docketflow@foley.com
John P Melko	on behalf of Creditor Texas Gas Transmission LLC jmelko@foley.com, rdiep@foley.com;john-melko-2781@ecf.pacerpro.com;docketflow@foley.com
John T Richer	on behalf of Interested Party Helmerich & Payne International Drilling Co. jricher@hallestill.com
Jordana L. Renert	on behalf of Interested Party UMB Bank N.A. jordana.renert@arentfox.com
Joseph Peak Rovira	on behalf of Interested Party The Bank of Nova Scotia josephrovira@HuntonAK.com
Joshua Nielson Eppich	on behalf of Creditor Martin Byler Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Steven Blair Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Keith Blair Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Appalachia Minerals LLC Joshua@BondsEllis.com, Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Ohio Litigation Claimants Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor John Detweiler Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Gary H. Lehman Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Floyd Atkinson Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor TERA LLC Joshua@BondsEllis.com, Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Jesse Stalder Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Leona Detweiler Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Martha Atkinson Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Lindsay Stalder Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Connie Blair Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Karen Blair Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com
Joshua Nielson Eppich	on behalf of Creditor Martha Byler Joshua@BondsEllis.com Joyce.Rehill@BondsEllis.com

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Julie Ann Walker	on behalf of Creditor J-W Power Company jwalker@milmen.com ndoyle@milmen.com
Julie Goodrich Harrison	on behalf of Creditor Committee Official Committee Of Unsecured Creditors julie.harrison@nortonrosefulbright.com
Kenneth Alan Young	on behalf of Debtor Gulfport Energy Corporation kenneth.young@kirkland.com
Keri P Ebeck	on behalf of Creditor Ohio Valley Mall Company kebeck@bernsteinlaw.com jbluemle@bernsteinlaw.com
Keri P Ebeck	on behalf of Creditor Ohio Valley Place LLC kebeck@bernsteinlaw.com, jbluemle@bernsteinlaw.com
Kevin M Maraist	on behalf of Creditor Archrock Partners Operating LLC kmaraist@albmlaw.com
Kiran A Phansalkar	on behalf of Creditor OGP LLC kphansalkar@cwlaw.com, lskinner@cwlaw.com; OKC_ECF@cwlaw.com; mcraig@cwlaw.com
Kiran A Phansalkar	on behalf of Creditor Magnum Energy Inc. kphansalkar@cwlaw.com, lskinner@cwlaw.com; OKC_ECF@cwlaw.com; mcraig@cwlaw.com
Kristian W. Gluck	on behalf of Creditor Committee Official Committee Of Unsecured Creditors kristian.gluck@nortonrosefulbright.com
Maria Barbara Mokrzycka	on behalf of Creditor Committee Official Committee Of Unsecured Creditors maria.mokrzycka@nortonrosefulbright.com
Mark Alan Platt	on behalf of Creditor Kimble Company mplat@fbtlaw.com dwilliams@fbtlaw.com; mluna@fbtlaw.com
Mark C. Moore	on behalf of Creditor Texas Gas Transmission LLC mmoore@foley.com, bwerner@foley.com; mark-moore-8735@ecf.pacerpro.com
Mark C. Moore	on behalf of Interested Party Texas Gas Transmission LLC mmoore@foley.com, bwerner@foley.com; mark-moore-8735@ecf.pacerpro.com
Mark J. Chaney, III	on behalf of Creditor Automotive Rentals Inc. mark.chaney@arlaw.com, annie.parish@arlaw.com
Mark J. Chaney, III	on behalf of Creditor ARI Fleet LT mark.chaney@arlaw.com annie.parish@arlaw.com
Mary Beth Abernathy	on behalf of Creditor Willard B. Ezzell mabernathy@calvertlaw.com srogers@calvertlaw.com
Matt D Manning	on behalf of Creditor Automotive Rentals Inc. mmanning@mcglinchey.com, mdmecf@gmail.com; trostron@mcglinchey.com; sajohnson@mcglinchey.com
Matt D Manning	on behalf of Creditor ARI Fleet LT mmanning@mcglinchey.com mdmecf@gmail.com; trostron@mcglinchey.com; sajohnson@mcglinchey.com
Matthew Hoffman	on behalf of Creditor Long Point Energy LLC mhecf@aol.com
Matthew Hoffman	on behalf of Creditor Mary Lou Waldie mhecf@aol.com
Matthew Hoffman	on behalf of Creditor Velma Neuhart mhecf@aol.com
Matthew Hoffman	on behalf of Creditor Ray Norris mhecf@aol.com
Matthew D Cavanaugh	on behalf of Debtor Gator Marine Ivanhoe Inc. mcavanaugh@jw.com, kgradney@jw.com; dtrevino@jw.com
Matthew D Cavanaugh	on behalf of Debtor Puma Resources Inc. mcavanaugh@jw.com, kgradney@jw.com; dtrevino@jw.com
Matthew D Cavanaugh	on behalf of Debtor Gator Marine Inc. mcavanaugh@jw.com, kgradney@jw.com; dtrevino@jw.com
Matthew D Cavanaugh	on behalf of Debtor Gulfport Energy Corporation mcavanaugh@jw.com kgradney@jw.com; dtrevino@jw.com

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Matthew D Cavanaugh	on behalf of Debtor Gulfport Appalachia LLC mcavanaugh@jw.com, kgradney@jw.com;dtrevino@jw.com
Matthew D Cavanaugh	on behalf of Debtor Westhawk Minerals LLC mcavanaugh@jw.com kgradney@jw.com;dtrevino@jw.com
Matthew D Cavanaugh	on behalf of Debtor Grizzly Holdings Inc. mcavanaugh@jw.com, kgradney@jw.com;dtrevino@jw.com
Matthew D Cavanaugh	on behalf of Debtor Jaguar Resources LLC mcavanaugh@jw.com kgradney@jw.com;dtrevino@jw.com
Matthew D Cavanaugh	on behalf of Debtor Gulfport MidCon LLC mcavanaugh@jw.com, kgradney@jw.com;dtrevino@jw.com
Matthew D Cavanaugh	on behalf of Debtor Mule Sky LLC mcavanaugh@jw.com kgradney@jw.com;dtrevino@jw.com
Matthew D Cavanaugh	on behalf of Debtor Gulfport Midstream Holdings LLC mcavanaugh@jw.com, kgradney@jw.com;dtrevino@jw.com
Matthew W Onest	on behalf of Creditor DLS Monroe LLC monest@kwgd.com mhelmick@kwgd.com
Matthew W Onest	on behalf of Creditor JES Monroes LLC monest@kwgd.com mhelmick@kwgd.com
Matthew W Onest	on behalf of Creditor Stefan Toma monest@kwgd.com mhelmick@kwgd.com
Matthew W Onest	on behalf of Creditor Robert J McLaughlin monest@kwgd.com mhelmick@kwgd.com
Matthew W Onest	on behalf of Creditor Pora Putney Ridge Properties LLC monest@kwgd.com mhelmick@kwgd.com
Matthew W Onest	on behalf of Creditor Senterra Ltd monest@kwgd.com mhelmick@kwgd.com
Matthew W Onest	on behalf of Interested Party Highlander Sportsman's Club Inc. monest@kwgd.com, mhelmick@kwgd.com
Matthew W Onest	on behalf of Creditor Jaqueline M Bradley monest@kwgd.com mhelmick@kwgd.com
Matthew W Onest	on behalf of Creditor WMS Monroe LLC monest@kwgd.com, mhelmick@kwgd.com
Matthew W Onest	on behalf of Creditor Cassandra Ridenour monest@kwgd.com mhelmick@kwgd.com
Matthew W Silverman	on behalf of Creditor SPCP Institutional Group LLC msilverman@pryorcashman.com
Matthew W Silverman	on behalf of Creditor SPCP Access Holdings LLC msilverman@pryorcashman.com
Matthew W Silverman	on behalf of Creditor SPCP Group LLC msilverman@pryorcashman.com
Meghan Kathleen Flanery	on behalf of Creditor Wolf Pack Rentals LLC c/o Meghan K. Flanery mflanery@gamb.com, jcortiaus@gamb.com
Melissa E Valdez	on behalf of Creditor Spring Independent School District mvaldez@pbfc.com osonik@pbfc.com,tpope@pbfc.com,mvaldez@ecf.courtdrive.com
Michael J Durrschmidt	on behalf of Creditor Interbank Inc. mdurrschmidt@hirschwest.com, ssanchez@hirschwest.com;klewinski@hirschwest.com
Michaela Christine Crocker	on behalf of Creditor Rover Pipeline LLC michaela.crocker@katten.com
Micheal W Bishop	on behalf of Creditor NexTier Completion Solutions Inc. mbishop@grayreed.com
Mitchell J. Buchman	on behalf of Creditor Midfirst Bank sdecf@bdfgroup.com
Nicolette Zulli	on behalf of Creditor Moody's Investors Service Inc. njzulli@duanemorris.com, mlara@duanemorris.com;ANieto@duanemorris.com

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Nicolette Zulli	on behalf of Debtor Gulfport Energy Corporation njzulli@duanemorris.com mlara@duanemorris.com;ANieto@duanemorris.com
Owen Mark Sonik	on behalf of Creditor Sheldon Independent School District osonik@pbfc.com osonik@ecf.inforuptcy.com;mvaldez@pbfc.com
Owen Mark Sonik	on behalf of Creditor Spring Independent School District osonik@pbfc.com osonik@ecf.inforuptcy.com;mvaldez@pbfc.com
Owen Mark Sonik	on behalf of Creditor Harris County Municipal Utility District #36 osonik@pbfc.com osonik@ecf.inforuptcy.com;mvaldez@pbfc.com
Patricia Baron Tomasco	on behalf of Creditor GRUS LLC and BWM III LLC pattytomasco@quinnemanuel.com, barbarahowell@quinnemanuel.com;cristinagreen@quinnemanuel.com
Patricia Williams Prewitt	on behalf of Creditor Natural Gas Pipeline Company of America LLC Patti@pprewittlaw.com pattiprewittlaw@gmail.com
Patricia Williams Prewitt	on behalf of Creditor Tennessee Gas Pipeline Company L.L.C. Patti@pprewittlaw.com pattiprewittlaw@gmail.com
Paul M. Lopez	on behalf of Creditor COLLIN COUNTY TAX ASSESSOR/COLLECTOR bankruptcy@abernathy-law.com
Phillip Phariss Owens	on behalf of Creditor REME LLC, d/b/a LEAM Drilling Services po@owenslawofficepc.com, jlozano@owenslawofficepc.com
Rachael Swernofsky	on behalf of Creditor Midfirst Bank sdecf@bdfgroup.com
Randall A Rios	on behalf of Creditor TC Energy Randy.Rios@huschblackwell.com randy-rios-2903@ecf.pacerpro.com
Randall A Rios	on behalf of Creditor Columbia Gas Transmission LLC Randy.Rios@huschblackwell.com, randy-rios-2903@ecf.pacerpro.com
Randall A Rios	on behalf of Creditor ANR Pipeline Company Randy.Rios@huschblackwell.com randy-rios-2903@ecf.pacerpro.com
Randall A Rios	on behalf of Creditor Columbia Gulf Transmission LLC Randy.Rios@huschblackwell.com, randy-rios-2903@ecf.pacerpro.com
Richard A Aguilar	on behalf of Creditor ARI Fleet LT richard.aguilar@arlaw.com annie.parish@arlaw.com
Richard A Aguilar	on behalf of Creditor Automotive Rentals Inc. richard.aguilar@arlaw.com, annie.parish@arlaw.com
Richard A. Kincheloe	on behalf of Creditor United States of America Richard.Kincheloe@usdoj.gov caseview.ecf@usdoj.gov;sydnie.kempen@usdoj.gov;Nicole.robbs@usdoj.gov;rhoma.romero@usdoj.gov;USATXS.Bankruptcy-ECF@usdoj.gov
Richard A. Kincheloe	on behalf of Interested Party Federal Energy Regulatory Commission Richard.Kincheloe@usdoj.gov caseview.ecf@usdoj.gov;sydnie.kempen@usdoj.gov;Nicole.robbs@usdoj.gov;rhoma.romero@usdoj.gov;USATXS.Bankruptcy-ECF@usdoj.gov
Rudy J Cerone	on behalf of Creditor ARI Fleet LT rcerone@mcglinchey.com lgraff@mcglinchey.com
Rudy J Cerone	on behalf of Creditor Automotive Rentals Inc. rcerone@mcglinchey.com, lgraff@mcglinchey.com
Ryan E Chapple	on behalf of Creditor Bradley Broussard rchapple@cstrial.com apprentice@cstrial.com
Ryan Michael Seidemann	on behalf of Creditor State of Louisiana Dept. of Natural Resources, Office of Mineral Resources seidemannr@ag.louisiana.gov, lentoc@ag.state.la.us
S. Lee Whitesell	on behalf of Creditor Columbia Gulf Transmission LLC lee.whitesell@hoganlovells.com, lee-whitesell-0346@ecf.pacerpro.com
S. Lee Whitesell	on behalf of Creditor TC Energy lee.whitesell@hoganlovells.com lee-whitesell-0346@ecf.pacerpro.com
S. Lee Whitesell	on behalf of Creditor ANR Pipeline Company lee.whitesell@hoganlovells.com lee-whitesell-0346@ecf.pacerpro.com

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S. Lee Whitesell	on behalf of Creditor Columbia Gas Transmission LLC lee.whitesell@hoganlovells.com, lee-whitesell-0346@ecf.pacerpro.com
Scott A Zuber	on behalf of Creditor Everest Reinsurance Company szuber@csglaw.com
Scott F Farris	on behalf of Creditor N V Shires farrislawfirm@gmail.com
Scott F Farris	on behalf of Creditor Roger Beavers farrislawfirm@gmail.com
Simon Richard Mayer	on behalf of Creditor QBE Insurance Corporation simon.mayer@lockelord.com Autodocket@lockelord.com
Stephen Burton Crain	on behalf of Creditor Rockies Express Pipeline LLC stephen.crain@bracewell.com, chris.garza-guhl@bracewell.com
Stephen Douglas Statham	on behalf of U.S. Trustee US Trustee stephen.statham@usdoj.gov
Stephen Lynn Williamson	on behalf of Creditor PEL Gulf Coast LLC swilliamson@gamb.com, lquintana@gamb.com
Steven J Levitt	on behalf of Creditor Main Wright Holdings LLC steven.levitt@tklaw.com, gracie.gonzales@tklaw.com;hope.daniels@tklaw.com
Steven J Levitt	on behalf of Creditor Thoroughbred Ventures LLC steven.levitt@tklaw.com, gracie.gonzales@tklaw.com;hope.daniels@tklaw.com
Steven J Levitt	on behalf of Creditor Fig 2013 Drilling & Acquisition GP steven.levitt@tklaw.com, gracie.gonzales@tklaw.com;hope.daniels@tklaw.com
Steven J. Reisman	on behalf of Interested Party Stefan M. Selig and Andrew C. Kidd as the Special Committee of the Board of Directors or Managers, as applicable, of Gulfport Appalachia LLC, Gulfport MidCon, LLC, Grizzly Holdings Inc., Jaguar Resou sreisman@kattenlaw.com, nyc.bknotices@kattenlaw.com
Steven J. Reisman	on behalf of Interested Party Stefan M. Selig and Andrew C. Kidd as the Special Committee of the Board of Directors or Managers, as applicable of Gulfport Appalachia LLC, Gulfport MidCon, LLC, Grizzly Holdings Inc., Jaguar Resour sreisman@kattenlaw.com, nyc.bknotices@kattenlaw.com
Steven W Soule	on behalf of Creditor SCOOP Express LLC ssoule@hallestill.com, smccormick@hallestill.com
Steven W Soule	on behalf of Creditor Woodford Express LLC ssoule@hallestill.com, smccormick@hallestill.com
Steven W Soule	on behalf of Creditor WEX Energy Services LLC ssoule@hallestill.com, smccormick@hallestill.com
Sven Thure Nylen	on behalf of Creditor Hills and Hollers Farm LLC snylen@beneschlaw.com ebroderick@beneschlaw.com;docket2@beneschlaw.com
T Michael Wall	on behalf of Creditor Texas Gas Transmission LLC tmwall@foley.com
Tara L Grundemeier	on behalf of Creditor Harris County et al. houston_bankruptcy@publicans.com
Thomas M Farrell	on behalf of Interested Party Strike Force Midstream LLC tfarrell@mcguirewoods.com mdemerson@mcguirewoods.com
Thomas M Farrell	on behalf of Interested Party EQM Olympus Midstream LLC tfarrell@mcguirewoods.com mdemerson@mcguirewoods.com
Thomas M Farrell	on behalf of Creditor Strike Force Midstream LLC tfarrell@mcguirewoods.com mdemerson@mcguirewoods.com
Thomas M Farrell	on behalf of Interested Party Equitrans Water Services (OH) LLC tfarrell@mcguirewoods.com mdemerson@mcguirewoods.com
Thomas R. Merry	on behalf of Creditor Armada E&P OH LLC dba Mud Masters and Buckeye Water Services tmerry@thomasmerryllaw.com
Timothy Aaron Million	on behalf of Creditor DCP NGL Services LLC tim.million@huschblackwell.com, tim-million-3360@ecf.pacerpro.com

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Total Noticed: 19

Timothy Alvin Davidson, II	on behalf of Interested Party The Bank of Nova Scotia taddavidson@andrewskurth.com
Timothy James Kern	on behalf of Attorney State of Ohio OEPA & ONDR timothy.kern@ohioattorneygeneral.gov
US Trustee	USTPRegion07.HU.ECF@USDOJ.GOV
Veronica Ann Polnick	on behalf of Debtor Gulfport Energy Corporation vpolnick@jw.com kgradney@jw.com;dtrevino@jw.com
Veronica Ann Polnick	on behalf of Debtor Mule Sky LLC vpolnick@jw.com kgradney@jw.com;dtrevino@jw.com
Veronica Ann Polnick	on behalf of Debtor Jaguar Resources LLC vpolnick@jw.com kgradney@jw.com;dtrevino@jw.com
Veronica Ann Polnick	on behalf of Debtor Gulfport MidCon LLC vpolnick@jw.com, kgradney@jw.com;dtrevino@jw.com
Veronica Ann Polnick	on behalf of Debtor Puma Resources Inc. vpolnick@jw.com, kgradney@jw.com;dtrevino@jw.com
Veronica Ann Polnick	on behalf of Debtor Westhawk Minerals LLC vpolnick@jw.com kgradney@jw.com;dtrevino@jw.com
Veronica Ann Polnick	on behalf of Debtor Gulfport Midstream Holdings LLC vpolnick@jw.com, kgradney@jw.com;dtrevino@jw.com
William A Gossett	on behalf of Creditor MISS OK Royalty Group wagatlaw@att.net
William A Gossett	on behalf of Debtor Gulfport MidCon LLC wagatlaw@att.net
William A Gossett	on behalf of Creditor Metha Mae Corporation wagatlaw@att.net
William A Gossett	on behalf of Creditor Alan Whitehead wagatlaw@att.net
Yelena Archiyan	on behalf of Creditor Ohio River Systems LLC yelena.archiyan@katten.com
Yelena Archiyan	on behalf of Creditor Sunoco Partners Marketing & Terminals L.P. yelena.archiyan@katten.com
Zachary S McKay	on behalf of Creditor Pioneer Drilling Services Ltd. zmckay@dorelawgroup.net, chymel@dorelaw.com
Zachary S McKay	on behalf of Creditor Stallion Oilfield Services Ltd. zmckay@dorelawgroup.net, chymel@dorelaw.com

TOTAL: 215