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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549**

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**SCHEDULE 13D**  
(Rule 13d-101)

**UNDER THE SECURITIES EXCHANGE ACT OF 1934  
(Amendment No. 7)\***

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**Gulfport Energy Corporation**  
(Name of Issuer)

**Common Stock, par value \$0.0001 per share**  
(Title of Class of Securities)

**402635502**  
(CUSIP Number)

**Steven Weiser  
Silver Point Capital, L.P.  
2 Greenwich Plaza, Suite 1  
Greenwich, CT 06830  
203-542-4200**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**December 11, 2023**  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box. ☐

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

**CUSIP NO. 402635502**

1	NAMES OF REPORTING PERSONS  Silver Point Capital, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER*	
		-0-	
	8	SHARED VOTING POWER*	
		7,369,367	
	9	SOLE DISPOSITIVE POWER*	
		-0-	
	10	SHARED DISPOSITIVE POWER*	
		7,369,367	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON*  7,369,367		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED IN ROW (11)*  36.9%(1)		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IA, PN		

\* See Item 5.

- 1 As reported in the Company's final prospectus supplement filed under Rule 424(b)(4) with the Securities and Exchange Commission on December 12, 2023, as of December 8, 2023, there were 18,235,272 shares of common stock (the "Common Stock"), and 44,878 shares of the Issuer's Series A Convertible Preferred Stock (the "Preferred Stock") issued and outstanding. Percent ownership calculations in this Schedule 13D are calculated by using (a) 18,235,272 shares of Common Stock outstanding plus (b) 1,695,929 shares of Common Stock issuable upon the conversion of the 23,743 shares of Preferred Stock outstanding beneficially owned by the Reporting Persons.

**SCHEDULE 13D**

**CUSIP NO. 402635502**

1	NAMES OF REPORTING PERSONS		
	Edward A. Mulé		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)		
	OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
	<input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION		
	United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER*	
		-0-	
	8	SHARED VOTING POWER*	
		7,369,367	
	9	SOLE DISPOSITIVE POWER*	
		-0-	
	10	SHARED DISPOSITIVE POWER*	
		7,369,367	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON*		
	7,369,367		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		
	<input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED IN ROW (11)*		
	36.9%(1)		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)		
	IN		

\* See Item 5

**SCHEDULE 13D**

**CUSIP NO. 402635502**

1	NAMES OF REPORTING PERSONS		
	Robert J. O'Shea		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)		
	OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
	<input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION		
	United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER*	
		-0-	
	8	SHARED VOTING POWER*	
		7,369,367	
	9	SOLE DISPOSITIVE POWER*	
		-0-	
	10	SHARED DISPOSITIVE POWER*	
		7,369,367	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON*		
	7,369,367		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		
	<input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED IN ROW (11)*		
	36.9%(1)		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)		
	IN		

\* See Item 5

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### Explanatory Note

This Amendment No. 7 (the “Amendment”) amends the statement on Schedule 13D originally filed by the Reporting Persons on May 27, 2021, as amended by Amendment No. 1 filed by the Reporting Persons on June 10, 2021, as further amended by Amendment No. 2 filed by the Reporting Persons on June 21, 2021 as further amended by Amendment No. 3 filed by the Reporting Persons on June 23, 2023, as further amended by Amendment No. 4 filed by the Reporting Persons on June 28, 2023, as further amended by Amendment No. 5 filed by the Reporting Persons on September 8, 2023, and as further amended by Amendment No. 6 filed by the Reporting Persons on December 6, 2023 (as amended, the “Schedule 13D”). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Schedule 13D. Except as otherwise provided herein, each Item of the Schedule 13D remains unchanged.

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**Item 4. PURPOSE OF TRANSACTION**

Item 4 is hereby supplemented as follows:

On December 11, 2023, Silver Point Capital Fund, L.P., Silver Point Capital Offshore Master Fund, L.P. by SPCP Offshore IV, Inc. as its designated affiliate, Silver Point Distressed Opportunities Fund, L.P., Silver Point Distressed Opportunity Institutional Partners, L.P. and certain other stockholders (the “Sellers”) entered into that certain Underwriting Agreement (the “Underwriting Agreement”) with the Issuer and J.P. Morgan acting as the lead underwriter (the “Underwriter”), pursuant to which the Sellers agreed to sell to the Underwriter an aggregate of 653,464 shares of Common Stock at a price of \$128.21 per share (the “Offering”). As a result, Silver Point Capital Fund, L.P. Silver Point Capital Offshore Master Fund, L.P. by SPCP Offshore IV, Inc. as its designated affiliate, Silver Point Distressed Opportunities Fund, L.P., and Silver Point Distressed Opportunity Institutional Partners, L.P. sold an aggregate of 550,000 shares of Common Stock. In connection with the Offering, the Sellers, Silver Point Distressed Opportunities Offshore Master Fund, L.P. by DOF Offshore III, Inc as its designated affiliate, and Silver Point Distressed Opportunity Institutional Partners Master Fund (Offshore), L.P. by DOF IP Offshore II, Inc. as its designated affiliate entered into an agreement (the “Lock-Up Agreement”) pursuant to which the parties have agreed that, during the period commencing on December 11, 2023 and ending at the close of business 30 days after the date of the final prospectus related to the Offering, subject to certain exceptions, the parties to the Lock-Up Agreement will not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, direct or indirectly, any shares beneficially owned, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the shares without the prior written consent of the representatives of the prospective underwriters. This summary of the Lock-up Agreement does not purport to be complete and is qualified in its entirety by reference to the Lock-up Letter, which is attached as Exhibit 6.

Other than as described above, the Reporting Persons do not have any current plan or proposal that relates to or would result in any transaction, event or action enumerated in paragraphs (a) through (j) of Item 4 of Schedule 13D.

**Item 5. INTEREST IN SECURITIES OF THE ISSUER**

Item 5 is hereby supplemented to add the following as exhibits:

- (a) The responses of the Reporting Persons to rows (7) through (13) of the cover pages of this Schedule 13D are incorporated herein by reference. The Reporting Persons currently beneficially own 7,369,367 shares, consisting of (a) 5,673,438 shares plus (b) 1,695,929 shares issuable upon the exercise of 23,743 shares of Preferred Stock. These amounts do not include up to 24,412 Reserved Shares, which amounts may be received at a later date as a distribution in connection with the Plan.

As reported in the Company’s final prospectus supplement filed under Rule 424(b)(4) with the SEC on December 12, 2023, as of December 8, 2023, there were 18,235,272 shares of Common Stock and 44,878 shares of Preferred Stock issued and outstanding (which shares of Preferred Stock vote together on an as-converted basis with the Common Stock as a single class). Percent ownership calculations in this Schedule 13D are calculated by using (a) 18,235,272 shares of the Issuer’s Common Stock outstanding plus (b) 1,695,929 shares of Common Stock issuable upon the conversion of the 23,743 shares of Preferred Stock beneficially owned by the Reporting Persons. Assuming conversion of all outstanding shares of the Issuer’s Preferred Stock, the Reporting Persons beneficially own approximately 34.3% of the outstanding voting securities of the Issuer (including in the denominator all 3,205,571 shares of common stock issuable upon the conversion of the Preferred Stock outstanding).

- (b) The responses of the Reporting Persons to rows (7) through (13) of the cover pages of this Schedule 13D are incorporated herein by reference.
- (c) The disclosure in Item 4 herein is incorporated by reference.

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**Item 7. MATERIAL TO BE FILED AS EXHIBITS**

Item 7 is hereby supplemented to add the following as exhibits:

- Exhibit 1 Joint Filing Agreement, dated as of December 13, 2023, by and among the Reporting Persons.
- Exhibit 2 Cooperation Agreement, dated as of May 17, 2021, by and among Gulfport Energy Corporation and Silver Point Capital, L.P. (incorporated herein by reference to Exhibit 10.3 of the Issuer's Form 8-K filed with the SEC on May 17, 2021).
- Exhibit 3 Power of Attorney of Edward A. Mulé (incorporated herein by reference to Exhibit B to Schedule 13G filed by Silver Point Capital, L.P., Edward A. Mulé and Robert O'Shea with the SEC on February 16, 2016 relating to TopBuild Corp.).
- Exhibit 4 Power of Attorney of Robert O'Shea (incorporated herein by reference to Exhibit C to Schedule 13G filed by Silver Point Capital, L.P., Edward A. Mulé and Robert O'Shea with the SEC on February 16, 2016 relating to TopBuild Corp.).
- Exhibit 5 Registration Rights Agreement dated as of May 17, 2021, by and among the Issuer and the other parties signatory hereto (incorporated herein by reference to Exhibit 10.2 of the Issuer's Form 8-K filed with the SEC on May 17, 2021).
- Exhibit 6 Form of Lock-Up Agreement, dated as of December 11, 2023, by and among The Mainstay MacKay High Yield Corporate Bond Fund, The Mainstay VP High Yield Corporate Bond Portfolio, Silver Point Capital Fund, L.P., Silver Point Capital Offshore Master Fund, L.P., Silver Point Distressed Opportunities Fund, L.P., Silver Point Distressed Opportunity Institutional Partners, L.P., Silver Point Distressed Opportunities Offshore Master Fund, L.P. by DOF Offshore III, Inc as its designated affiliate, and Silver Point Distressed Opportunity Institutional Partners Master Fund (Offshore), L.P. by DOF IP Offshore II, Inc. as its designated affiliate.

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**SIGNATURES**

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: December 13, 2023

**Silver Point Capital, L.P.**

By: /s/ Steven Weiser  
Name: Steven Weiser  
Title: Authorized Signatory

**Edward A. Mulé**

By: /s/ Steven Weiser  
Name: Steven Weiser  
Title: Attorney-in-fact

**Robert J. O'Shea**

By: /s/ Steven Weiser  
Name: Steven Weiser  
Title: Attorney-in-fact



## AGREEMENT REGARDING THE JOINT FILING OF SCHEDULE 13D

The undersigned hereby agree as follows:

(i) Each of them is individually eligible to use the Schedule 13D to which this Exhibit is attached, and such Schedule 13D is filed on behalf of each of them; and

(ii) Each of them is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

Date: December 13, 2023

**Silver Point Capital, L.P.**

By: /s/ Steven Weiser  
Name: Steven Weiser  
Its: Authorized Signatory

**Edward A. Mulé**

By: /s/ Steven Weiser  
Name: Steven Weiser  
Title: Attorney-in-fact

**Robert J. O'Shea**

By: /s/ Steven Weiser  
Name: Steven Weiser  
Title: Attorney-in-fact

## FORM OF LOCK-UP AGREEMENT

\_\_\_\_\_, 20\_\_

J.P. Morgan Securities LLC  
383 Madison Avenue  
New York, NY 10179

Re: GULFPORT ENERGY CORPORATION — Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as the Underwriter, propose to enter into an underwriting agreement (the “Underwriting Agreement”) with Issuer, a Delaware corporation (the “Company”) and the Selling Stockholders listed on Schedule 2 to the Underwriting Agreement, providing for the public offering (the “Public Offering”) by you, of common stock, of the Company (the “Securities”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of your agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without your prior written consent, the undersigned will not, and will not cause any direct or indirect affiliate to, during the period beginning on the date of this letter agreement (this “Letter Agreement”) and ending at the close of business 30 days after the date of the final prospectus relating to the Public Offering (the “Prospectus”) (such period, the “Restricted Period”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of common stock, \$0.0001 per share par value, of the Company (the “Common Stock”) or any securities convertible into or exercisable or exchangeable for Common Stock (including without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon exercise of a stock option or warrant) (collectively with the Common Stock, the “Lock-Up Securities”), (2) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise, (3) make any demand for, or exercise any right with respect to, the registration of any Lock-Up Securities, provided that the undersigned can make such demand for, or exercise any right with respect to, the registration of any Lock-Up Securities so long the actions described in clause (1) are not taken during the Restricted Period and no filing is made with the Commission with respect to sale or the registration of such Lock-Up Securities during the Restricted Period, or (4) publicly disclose the intention to do any of the foregoing other than as may be required by Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) as a result

of the consummation of the transactions contemplated by the Underwriting Agreement. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by the undersigned or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Lock-Up Securities, in cash or otherwise.

Notwithstanding the foregoing, the undersigned may:

(a) transfer the undersigned's Lock-Up Securities:

- (i) as a bona fide gift or gifts, or for bona fide estate planning purposes,
- (ii) by will or intestacy,
- (iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust (for purposes of this Letter Agreement, "immediate family" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin),
- (iv) to a partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests,
- (v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv) above,
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution to members or shareholders of the undersigned,
- (vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement,

(viii) to the Company from an employee of the Company upon death, disability or termination of employment, in each case, of such employee,

(ix) as part of a sale of the undersigned's Lock-Up Securities acquired in open market transactions after the closing date for the Public Offering,

(x) to the Company in connection with the vesting, settlement, or exercise of restricted stock units, options, warrants or other rights to purchase shares of Common Stock (including, in each case, by way of "net" or "cashless" exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted stock units, options, warrants or rights, provided that any such shares of Common Stock received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement, and provided further that any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or

(xi) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board and made to all holders of the Company's capital stock involving a Change of Control (as defined below) of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)); provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Securities shall remain subject to the provisions of this Letter Agreement; provided that (A) in the case of any transfer or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi) and (vii), such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver to the Underwriter a lock-up letter in the form of this Letter Agreement, (B) in the case of any transfer or distribution pursuant to clause (a) (i), (ii), (iii), (iv), (v), (vi), (ix) and (x), no filing by any party (donor, donee, devisee, transferor, transferee, distributor or distributee) under the Exchange Act, or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above) and (C) in the case of any transfer or distribution pursuant to clause (a)(vii) and (viii) it shall be a condition to such transfer that no public filing, report or announcement shall be voluntarily made and if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Common Stock in connection with such transfer or distribution shall be legally required during the Restricted Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer;

(b) exercise outstanding options, settle restricted stock units or other equity awards or exercise warrants pursuant to plans described in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided that any Lock-Up Securities received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement;

(c) convert outstanding preferred stock, warrants to acquire preferred stock or convertible securities into shares of Common Stock or warrants to acquire shares of Common Stock; provided that any such shares of Common Stock or warrants received upon such conversion shall be subject to the terms of this Letter Agreement;

(d) establish trading plans pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Lock-Up Securities; provided that (1) such plans do not provide for the transfer of Lock-Up Securities during the Restricted Period and (2) no filing by any party under the Exchange Act or other public announcement shall be required or made voluntarily in connection with such trading plan; and

(e) sell the Securities to be sold by the undersigned pursuant to the terms of the Underwriting Agreement.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned acknowledges and agrees that the Underwriter has not provided any recommendation or investment advice nor has the Underwriter solicited any action from the undersigned with respect to the Public Offering of the Securities and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Underwriter may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Public Offering, the Underwriter is not making a recommendation to you to participate in the Public Offering, enter into this Letter Agreement, or sell any Shares at the price determined in the Public Offering, and nothing set forth in such disclosures is intended to suggest that the Underwriter is making such a recommendation.

The undersigned understands that, if the Underwriting Agreement does not become effective by December 25, 2023, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Stock to be sold thereunder, the undersigned shall be released from all obligations under this Letter Agreement. The undersigned understands that the Underwriter is entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

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This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF SELLING STOCKHOLDER/OTHER  
STOCKHOLDER/COMPANY  
OFFICER/COMPANY DIRECTOR]

By:

\_\_\_\_\_  
Name:

Title: