
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D/A
(Rule 13d-101)

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

Contango Oil & Gas Company
(Name of Issuer)

Common Stock, 0.04 par value
(Title of Class of Securities)

21075N204
(CUSIP Number)

Jennifer Terrell
Chief Financial Officer
Goff Capital, Inc.
500 Commerce Street, Ste 700
Fort Worth, Texas 76102
(817) 509-3958

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

With a copy to:

Robert Robbins
Pillsbury Winthrop Shaw Pittman, LLP
1200 Seventeenth Street, NW
Washington, DC 20036

September 13, 2019
(Date of Event Which Requires Filing of This Statement)

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), 13d-1(f) or 13d-1(g), check the following box .

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* Rule 13d-7 for other parties to whom copies are to be sent.

* 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).

1	NAME OF REPORTING PERSONS John C. Goff	
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 AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 32,180,644 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 32,180,644 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 32,180,644 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 37.4% (2)	
14	TYPE OF REPORTING PERSON IN	

- (1) Includes 789,474 shares of Series A Contingent Convertible Preferred Stock (the “*Series A Preferred Stock*”) of Contango Oil & Gas Company, a Texas corporation (the “*Issuer*”), which were acquired on September 17, 2019, through a private transaction among the Issuer, Goff MCF Partners, LP (“*Goff MCF*”) and John C. Goff, through John C. Goff SEP IRA (the “*Series A Preferred Purchase Agreement*”). Each share of Series A Preferred Stock is entitled to voting power equal to 8.71 shares of common stock, par value \$0.04 per share (the “*Common Stock*”) of the Issuer on all matters submitted to a vote of the shareholders.
- (2) Based on 86,030,256 outstanding voting shares of the Issuer as reported in the Issuer’s prospectus supplement dated September 12, 2019 filed with the Securities & Exchange Commission. Voting shares represents the sum of the Issuer’s outstanding Common Stock and the voting power of the Issuer’s outstanding Series A Preferred Stock.

1	NAME OF REPORTING PERSONS Goff MCF Partners, LP 82-1636851	
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 WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 26,673,516 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 26,673,516 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,673,516 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 31.3% (2)	
14	TYPE OF REPORTING PERSON PN	

- (1) Includes 694,737 shares of Series A Preferred Stock of the Issuer, which were acquired on September 17, 2019, pursuant to the Series A Preferred Purchase Agreement. Each share of Series A Preferred Stock is entitled to voting power equal to 8.71 shares of Common Stock of the Issuer on all matters submitted to a vote of the shareholders.
- (2) Based on 86,030,256 outstanding voting shares of the Issuer as reported in the Issuer's prospectus supplement dated September 12, 2019 filed with the Securities & Exchange Commission. Voting shares represents the sum of the Issuer's outstanding Common Stock and the voting power of the Issuer's outstanding Series A Preferred Stock.

1	NAME OF REPORTING PERSONS GFS Contango GP, LLC 83-4348877	
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 WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 26,673,516 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 26,673,516 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,673,516 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 31.3% (2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Includes 694,737 shares of Series A Preferred Stock of the Issuer, which were acquired on September 17, 2019, pursuant to the Series A Preferred Purchase Agreement. Each share of Series A Preferred Stock is entitled to voting power equal to 8.71 shares of Common Stock of the Issuer on all matters submitted to a vote of the shareholders. GFS Contango is the general partner of Goff MCF.
- (2) Based on 86,030,256 outstanding voting shares of the Issuer as reported in the Issuer's prospectus supplement dated September 12, 2019 filed with the Securities & Exchange Commission. Voting shares represents the sum of the Issuer's outstanding Common Stock and the voting power of the Issuer's outstanding Series A Preferred Stock.

1	NAME OF REPORTING PERSONS GFS Management, LLC 38-4038336	
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 WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 26,673,516 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 26,673,516 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,673,516 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 31.3% (2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Includes 694,737 shares of Series A Preferred Stock of the Issuer, which were acquired on September 17, 2019, pursuant to the Series A Preferred Purchase Agreement. Each share of Series A Preferred Stock is entitled to voting power equal to 8.71 shares of Common Stock of the Issuer on all matters submitted to a vote of the shareholders. GFS Management is the managing member of GFS Contango.
- (2) Based on 86,030,256 outstanding voting shares of the Issuer as reported in the Issuer's prospectus supplement dated September 12, 2019 filed with the Securities & Exchange Commission. Voting shares represents the sum of the Issuer's outstanding Common Stock and the voting power of the Issuer's outstanding Series A Preferred Stock.

1	NAME OF REPORTING PERSONS	
	Goff Focused Strategies LLC 81-3363076	
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 WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 26,673,516 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 26,673,516 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,673,516 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 31.3% (2)	
14	TYPE OF REPORTING PERSON IA	

- (1) Includes 694,737 shares of Series A Preferred Stock of the Issuer, which were acquired on September 17, 2019, pursuant to the Series A Preferred Purchase Agreement. Each share of Series A Preferred Stock is entitled to voting power equal to 8.71 shares of Common Stock of the Issuer on all matters submitted to a vote of the shareholders. GFS is the investment advisor of Goff MCF.
- (2) Based on 86,030,256 outstanding voting shares of the Issuer as reported in the Issuer's prospectus supplement dated September 12, 2019 filed with the Securities & Exchange Commission. Voting shares represents the sum of the Issuer's outstanding Common Stock and the voting power of the Issuer's outstanding Series A Preferred Stock.

1	NAME OF REPORTING PERSONS GFT Strategies, LLC 82-1794092	
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 WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 26,673,516 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 26,673,516 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,673,516 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 31.3% (2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Includes 694,737 shares of Series A Preferred Stock of the Issuer, which were acquired on September 17, 2019, pursuant to the Series A Preferred Purchase Agreement. Each share of Series A Preferred Stock is entitled to voting power equal to 8.71 shares of Common Stock of the Issuer on all matters submitted to a vote of the shareholders. GFT is the majority equity holder of GFS, the investment advisor.
- (2) Based on 86,030,256 outstanding voting shares of the Issuer as reported in the Issuer's prospectus supplement dated September 12, 2019 filed with the Securities & Exchange Commission. Voting shares represents the sum of the Issuer's outstanding Common Stock and the voting power of the Issuer's outstanding Series A Preferred Stock.

1	NAME OF REPORTING PERSONS John C. Goff 2010 Family Trust 27-6940537	
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 WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION TEXAS	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 29,059,216 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 29,059,216 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 29,059,216 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 34.1% (2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Includes 694,737 shares of Series A Preferred Stock of the Issuer, which were acquired on September 17, 2019, pursuant to the Series A Preferred Purchase Agreement. Each share of Series A Preferred Stock is entitled to voting power equal to 8.71 shares of Common Stock of the Issuer on all matters submitted to a vote of the shareholders. Goff Family Trust is the controlling shareholder of Goff Capital and the controlling equity holder of GFT.
- (2) Based on 86,030,256 outstanding voting shares of the Issuer as reported in the Issuer's prospectus supplement dated September 12, 2019 filed with the Securities & Exchange Commission. Voting shares represents the sum of the Issuer's outstanding Common Stock and the voting power of the Issuer's outstanding Series A Preferred Stock.

The following constitutes Amendment No. 4 (“**Amendment No. 4**”) to the Schedule 13D (the “**Original Schedule 13D**”) filed by the undersigned on June 13, 2018, as amended and supplemented by Amendment No. 1 to the Original Schedule 13D, filed on August 15, 2018, as amended and supplemented by Amendment No. 2 to the Original Schedule 13D, filed on November 20, 2018, as amended and supplemented by the Amendment No. 3 to the Original Schedule 13D, filed on December 3, 2018 (as amended and supplemented, collectively, this “Schedule 13D”) relating to the shares of common stock, par value \$0.04 per shares (the “**Common Stock**”), of Contango Oil & Gas (the “**Issuer**”), a Houston, Texas based, independent energy company. The address of the issuer’s office is 717 Texas Ave., Suite 2900, Houston, Texas 77002. This Amendment No. 4 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Sections A, B and C of Item 2 are hereby amended in their entirety as follows:

This statement is being filed by:

- i. Goff MCF Partners, LP (“**Goff MCF**”), a Texas limited partnership, with respect to the Common Stock and Series A Preferred Stock directly and beneficially owned by it;
- ii. GFS Contango GP, LLC, (“**GFS Contango**”), a Texas limited liability company, as general partner to Goff MCF, with respect to the Common Stock and Series A Preferred Stock indirectly and beneficially owned by it;
- iii. Goff Family Investments, LP (“**Family Investments**”), a Delaware limited partnership, with respect to the Common Stock directly and beneficially owned by it;
- iv. Goff Capital, Inc. (“**Goff Capital**”), a Texas corporation, as general partner to Family Investments, with respect to the Common Stock indirectly and beneficially owned by it;
- v. GFS Management, LLC (“**GFS Management**”), a Texas limited liability company, as managing member of GFS Contango, with respect to the Common Stock and Series A Preferred Stock indirectly and beneficially owned by it;
- vi. Goff Focused Strategies LLC (“**GFS**”), a Texas limited liability company, as managing member of GFS Management, with respect to the Common Stock and Series A Preferred Stock indirectly and beneficially owned by it;
- vii. GFT Strategies, LLC (“**GFT**”), a Texas limited liability company, as controlling equity holder of GFS, with respect to the Common Stock and Series A Preferred Stock indirectly and beneficially owned by it;
- viii. The John C. Goff 2010 Family Trust (“**Goff Family Trust**”), a Texas trust, as managing member of GFT and controlling shareholder of Goff Capital, and with respect to the Common Stock and Series A Preferred Stock directly and indirectly beneficially owned by it;
- ix. John C. Goff, a United States Citizen, as the Chief Executive Officer of Goff Capital and as the sole trustee of Goff Family Trust, with respect to the Common Stock and Series A Preferred Stock directly and indirectly beneficially owned by him.

Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.” Each of the Reporting Persons files this Schedule 13D jointly. The Reporting Persons are filing this Statement jointly, as they may be considered a “group” under Section 13(d)(3) of the Act. However, neither the fact of this filing nor anything contained herein shall be deemed to be an admission by the Reporting Persons that such a group exists.

- A. The address of the principal office of Goff MCF, GFS Contango, Goff Family Trust, Family Investments, Goff Capital, GFS Management, GFT and GFS is 500 Commerce St., Suite 700, Fort Worth, Texas 76102.

-
- B. The principal business of Goff MCF is investing in securities of the Issuer.
 - C. The principal business of GFS Contango is serving as general partner to Goff MCF.
 - D. The principal business of Goff Family Trust and Family Investments is to manage investments for a single family.
 - E. The principal business of Goff Capital is serving as general partner to Family Investments.
 - G. The principal business of GFS Management is to serve as a Manager of investment funds.
 - H. The principal business of GFS is investment advisor.
 - I. The principal business of GFT is to serve as a Manager of investment funds.
 - J. The principal occupation of John C. Goff is serving as Chief Executive Officer of Goff Capital, as trustee of Goff Family Trust, and as an asset manager in real estate and private equity.
 - K. During the past five years, none of the Reporting Persons (i) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting, or mandating activities subject to, federal or state securities laws or a finding of any violation with respect to such laws.
 - L. John C. Goff is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and restated in its entirety as follows:

The Common Stock purchased by each of Goff MCF, Goff Family Trust, Family Investments, and John C. Goff were purchased with working capital in open market purchases. The aggregate purchase price of the 20,622,357 shares of Common Stock beneficially owned by Goff MCF is approximately \$33,981,434.21, including brokerage commissions. The aggregate purchase price of the 2,312,936 shares of Common Stock beneficially owned by Goff Family Trust is approximately \$10,085,115.55, including brokerage commissions. The aggregate purchase price of the 72,764 shares of Common Stock beneficially owned by Family Investments is approximately \$375,725.49, including brokerage commissions. The aggregate purchase price of the 2,280,186 shares of Common Stock purchased in open market transactions and beneficially owned by John C. Goff, individually, is approximately \$2,413,153.24, including brokerage commissions. John C. Goff acquired 16,082 shares of Common Stock pursuant to restricted stock awards under the Issuer's Second Amended and Restated 2009 Incentive Compensation Plan. The aggregate grant price of the 16,082 shares of Common Stock acquired by John C. Goff pursuant to restricted stock awards was \$29,108.42.

The Series A Preferred Stock purchased by each of Goff MCF and John C. Goff were purchased with working capital in a private transaction among the Issuer, Goff MCF and Mr. Goff. The aggregate purchase price of the 694,737 shares of Series A Preferred Stock beneficially owned by Goff MCF was \$6,600,001.50, including brokerage commissions. The aggregate purchase price of the 94,737 shares of Series A Preferred Stock beneficially owned by John C. Goff, individually, was \$900,001.50, including brokerage commissions.

Item 4. Purpose of the Transaction.

Item 4 is hereby amended in its entirety as follows:

The Reporting Persons purchased the Common Stock of the Issuer based on the belief that such securities, when purchased, were significantly undervalued. The purpose of the acquisitions of the Common Stock was for investment, and the acquisitions of the Common Stock were made in the ordinary course of business.

On September 13, 2019, Goff MCF and John C. Goff, through John C. Goff SEP IRA, acquired an aggregate of 18,421,052 shares of Common Stock from the Issuer in an underwritten public offering (the "Offering"). The Offering closed on September 17, 2019.

On September 13, 2019, Goff MCF and John C. Goff, through John C. Goff SEP IRA, (the "Series A Preferred Stock Purchasers") entered into a Purchase Agreement with the Issuer (the "Purchase Agreement"). Pursuant to the Purchase Agreement, the Series A Preferred Stock Purchasers agreed that they would purchase an aggregate of 789,474 shares of Series A Preferred Stock, following the satisfaction of certain closing conditions specified therein. The closing of the transactions contemplated by the Purchase Agreement occurred on September 17, 2019 (the "Closing").

At the Closing:

- (i) Goff MCF acquired 694,737 shares of Series A Preferred Stock and John C. Goff, through John C. Goff SEP IRA, acquired 94,737 shares of Series A Preferred Stock;
- (ii) John C. Goff entered into a Voting and Support Agreement (the "Voting Agreement") with the Issuer, pursuant to which the Reporting Persons agreed, until the earlier of the date on which the Proposals are approved or six months from the Closing, to vote all of the shares beneficially owned by the Reporting Persons at every meeting of the shareholders of the Issuer in favor of any proposal to (i) effect of an amendment to the Certificate of Formation of the Issuer to increase the number of authorized shares of Common Stock by at least 50,000,000 shares (the "Certificate Proposal") and (ii) if necessary, approve, in accordance with applicable law and stock exchange rules and regulations, the issuance of the shares of Common Stock upon conversion of the Series A Preferred Stock (the "Conversion Proposal" and together with the Certificate Proposal, the "Proposals"); and
- (iii) The Series A Preferred Stock Purchasers entered into a registration rights agreement with the Issuer whereby the Issuer has provided the Series A Preferred Stock Purchasers with certain registration rights with respect to the Common Stock into which the Series A Preferred Stock will be convertible.

The Reporting Persons acquired a substantial position in the Issuer with the intent to influence the Issuer's management and operations. Although no Reporting Person has any specific plan or proposal to acquire additional shares or to dispose of the Common Stock or the Series A Preferred Stock, consistent with its investment purpose, each Reporting Person at any time and from time to time may acquire additional Common Stock or Series A Preferred Stock, or dispose of any or all of its Common Stock or Series A Preferred Stock, pursuant to securities laws, depending upon an ongoing evaluation of its investment, prevailing market conditions, other investment opportunities, and/or other investment considerations.

Except as disclosed above, none of the Reporting Persons currently has any other plans or proposals which relate to, or would result in, any of the matters referred to in paragraphs (a) through (j), inclusive, of the instructions to Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto. On August 14, 2018, John C. Goff was added to the board of directors of the Issuer.

Item 5. Interest in Securities of the Issuer.

Item 5 is amended and restated in its entirety as follows:

The aggregate percentage of Shares reported owned by each person named herein is based upon 79,153,937 Shares outstanding, as of September 17, 2019, which is the total number of Shares outstanding upon the issuance of 44,736,842 shares as reported in the Issuer's Prospectus filed with the Securities and Exchange Commission on September 16, 2019.

A. GoffMCF

- i. As of close of business on September 17, 2019 GoffMCF beneficially owned (1) 20,622,357 shares of Common Stock, and (2) 694,737 shares of Series A Preferred Stock.
Percentage: 31.3%
- ii. Powers
 - 1. Sole power to vote or direct vote: 26,673,516
 - 2. Shared power to dispose or direct the disposition: 0
 - 3. Sole power to dispose or direct the disposition: 26,673,516
 - 4. Shared power to dispose or direct the disposition: 0
- iii. The transactions in the Common Stock and Series A Preferred Stock by GoffMCF during the past sixty days are set forth in Schedule A and are incorporated herein by reference.

B. GFS Contango

- i. As of close of business on September 17, 2019, GFS Contango, as the general partner of GoffMCF, may be deemed to beneficially own (1) 20,622,357 shares of Common Stock, and (2) 694,737 shares of Series A Preferred Stock.
Percentage: 31.3%
- ii. Powers
 - 1. Sole power to vote or direct vote: 26,673,516
 - 2. Shared power to dispose or direct the disposition: 0
 - 3. Sole power to dispose or direct the disposition: 26,673,516
 - 4. Shared power to dispose or direct the disposition: 0
- iii. GFS Contango GP has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. The transactions in the Common Stock and Series A Preferred Stock by GoffMCF during the past sixty days are set forth in Schedule A and are incorporated herein by reference.

C. GoffFamily Trust

- i. As of close of business on September 17, 2019, GoffFamily Trust, as managing member of GFT and controlling shareholder of Goff Capital, and with respect to Shares directly beneficially owned by Goff Family Trust, may be deemed to beneficially own: (1) 20,622,357 shares of Common Stock and 694,737 shares of Series A Preferred Stock owned by GoffMCF, (2) 72,764 shares of Common Stock owned by Goff Investments, and (3) 2,312,936 shares of Common Stock owned by Goff Family Trust directly.
Percentage: 34.1%
- ii. Powers
 - 1. Sole power to vote or direct vote: 29,059,216
 - 2. Shared power to dispose or direct the disposition: 0
 - 3. Sole power to dispose or direct the disposition: 29,059,216
 - 4. Shared power to dispose or direct the disposition: 0

-
- iii. Goff Family Trust has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. Goff Capital has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFT has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS Management has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. The transactions in the Common Stock or Series A Preferred Stock by Goff MCF during the past sixty days are set forth in Schedule A and are incorporated herein by reference.

D. Family Investments

- i. As of close of business on September 17, 2019, Family Investments beneficially owned 72,764 shares of Common Stock. Percentage: 0.1%
- ii. Powers
 - 1. Sole power to vote or direct vote: 72,764
 - 2. Shared power to dispose or direct the disposition: 0
 - 3. Sole power to dispose or direct the disposition: 72,764
 - 4. Shared power to dispose or direct the disposition: 0
- iii. Family Investments has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days.

E. Goff Capital

- i. As of close of business on September 17, 2019, Goff Capital, as the General Partner of Family Investments, may be deemed to beneficially own 72,764 shares of Common Stock. Percentage: 0.1%
- ii. Powers
 - 1. Sole power to vote or direct vote: 72,764
 - 2. Shared power to dispose or direct the disposition: 0
 - 3. Sole power to dispose or direct the disposition: 72,764
 - 4. Shared power to dispose or direct the disposition: 0
- iii. Goff Capital has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. Family Investments has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days.

F. GFS Management

- i. As of close of business on September 17, 2019, GFS Management, as managing member of GFS Contango GP may be deemed to beneficially own (1) 20,622,357 shares of Common Stock, and (2) 694,737 shares of Series A Preferred Stock. Percentage: 31.3%
- ii. Powers
 - 1. Sole power to vote or direct vote: 26,673,516
 - 2. Shared power to dispose or direct the disposition: 0
 - 3. Sole power to dispose or direct the disposition: 26,673,516
 - 4. Shared power to dispose or direct the disposition: 0
- iii. GFS Management has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS Contango GP has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. The transactions in the Common Stock and Series A Preferred Stock by Goff MCF during the past sixty days are set forth in Schedule A and are incorporated herein by reference.

G. GFS

- i. As of close of business on September 17, 2019, GFS, as managing member of GFS Management may be deemed to beneficially own (1) 20,622,357 shares of Common Stock, and (2) 694,737 shares of Series A Preferred Stock.
Percentage: 31.3%
- ii. Powers
 1. Sole power to vote or direct vote: 26,673,516
 2. Shared power to dispose or direct the disposition: 0
 3. Sole power to dispose or direct the disposition: 26,673,516
 4. Shared power to dispose or direct the disposition: 0
- iii. GFS has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS Management has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS Contango GP has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. The transactions in the Common Stock and Series A Preferred Stock by Goff MCF during the past sixty days are set forth in Schedule A and are incorporated herein by reference.

H. GFT

- i. As of close of business on September 17, 2019, GFT, as controlling equity holder of GFS may be deemed to beneficially own (1) 20,622,357 shares of Common Stock, and (2) 694,737 shares of Series A Preferred Stock.
Percentage: 31.3%
- ii. Powers
 1. Sole power to vote or direct vote: 26,673,516
 2. Shared power to dispose or direct the disposition: 0
 3. Sole power to dispose or direct the disposition: 26,673,516
 4. Shared power to dispose or direct the disposition: 0
- iii. GFT has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS Management has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS Contango GP has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. The transactions in the Common Stock and Series A Preferred Stock by Goff MCF during the past sixty days are set forth in Schedule A and are incorporated herein by reference.

I. John C. Goff

- i. As of close of business on September 17, 2019, John C. Goff, as Chief Executive Officer of Goff Capital, as trustee of Goff Family Trust, and with respect to the Shares indirectly beneficially owned by him; John C. Goff may be deemed the beneficial owner of the (1) 20,622,357 shares of Common Stock and 694,737 shares of Series A Preferred Stock owned by Goff MCF, (2) 2,312,936 shares of Common Stock owned by Goff Family Trust, (3) 72,764 shares of Common Stock owned by Family Investments, and (4) 2,296,268 shares of Common Stock and 94,737 shares of Series A Preferred Stock owned by John C. Goff directly.
Percentage: 37.4%

ii. Powers

1. Sole power to vote or direct vote: 32,180,644
2. Shared power to dispose or direct the disposition: 0
3. Sole power to dispose or direct the disposition: 32,180,644
4. Shared power to dispose or direct the disposition: 0

iii. The transactions in the Common Stock and Series A Preferred Stock by John C. Goff during the past sixty days are set forth in Schedule A and are incorporated herein by reference. Goff Family Trust has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. Goff Capital has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. Family Investments has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFT has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS Management has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. GFS Contango GP has not entered into any transactions in the Common Stock or Series A Preferred Stock during the past sixty days. The transactions in the Common Stock and Series A Preferred Stock by Goff MCF during the past sixty days are set forth in Schedule A and are incorporated herein by reference.

As general partner of Family Investments, Goff Capital may be deemed to have the power or shared power to vote or direct the vote of and the power or shared power to dispose or direct the disposition of the Common Stock directly held by Family Investments. Goff Capital disclaims beneficial ownership of the Common Stock directly held by Family Investments, except to the extent of its pecuniary interest therein.

As general partner of Goff MCF, GFS Contango GP may be deemed to have the power or shared power to vote or direct the vote of and the power or shared power to dispose or direct the disposition of the Common Stock and Series A Preferred Stock directly held by Goff MCF. GFS Contango disclaims beneficial ownership of the Common Stock and Series A Preferred Stock directly held by Goff MCF, except to the extent of its pecuniary interest therein.

As managing member of GFS Contango, GFS Management may be deemed to have the shared power to vote or direct the vote of and the shared power to dispose or direct the disposition of the Common Stock and Series A Preferred Stock directly held by Goff MCF. GFS Management disclaims beneficial ownership of the Common Stock and Series A Preferred Stock directly held by Goff MCF, except to the extent of its pecuniary interest therein.

As managing member of GFS Management, GFS may be deemed to have the shared power to vote or direct the vote of and the shared power to dispose or direct the disposition of the Common Stock and Series A Preferred Stock directly held by Goff MCF. GFS disclaims beneficial ownership of the Common Stock and Series A Preferred Stock directly held by Goff MCF, except to the extent of its pecuniary interest therein.

As controlling equity holder of GFS, GFT may be deemed to have the shared power to vote or direct the vote of and the shared power to dispose or direct the disposition of the Common Stock and Series A Preferred Stock directly held by Goff MCF. GFS disclaims beneficial ownership of the Common Stock and Series A Preferred Stock directly held by Goff MCF, except to the extent of its pecuniary interest therein.

As managing member of GFT and controlling shareholder of Goff Capital, Goff Family Trust may be deemed to have the shared power to vote or direct the vote of and the shared power to dispose or direct the disposition of the Common Stock and Series A Preferred Stock directly held by Goff MCF, Family Investments and Goff Family Trust. Goff Family Trust disclaims beneficial ownership of those shares of Common Stock and Series A Preferred Stock held directly by Goff MCF and Family Investments, except to the extent of its pecuniary interest therein.

As Chief Executive Officer of Goff Capital and as sole trustee of Goff Family Trust, John C. Goff may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the shares of Common Stock and Series A Preferred Stock directly held by Goff MCF, Goff Family Trust, Family Investments and indirectly through a SEP IRA, of which Mr. Goff is the beneficiary. Mr. Goff disclaims beneficial ownership of those shares of Common Stock and Series A Preferred Stock held directly by Goff MCF, Family Investments and the Goff Family Trust, except to the extent of his pecuniary interest therein.

No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.

Item 6. Contracts, Arrangements Understandings or Relationships

Item 6 is hereby amended in its entirety as follows:

The Reporting Persons entered into a Joint Filing Agreement with respect to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer.

Pursuant to the Voting Agreement by and between John C. Goff and the Issuer, the Reporting Persons have agreed, until the earlier of the date on which the Proposals are approved or six months from the Closing, (a) to vote all of the shares beneficially owned by the Reporting Persons at every meeting of the shareholders of the Issuer in favor of any proposal to (i) effect an amendment to the Certificate of Formation of the Issuer to increase the number of authorized shares of Common Stock by at least 50,000,000 shares and (ii) if necessary, approve, in accordance with applicable law and stock exchange rules and regulations, the issuance of the shares of Common Stock upon conversion of the Series A Preferred Stock and (b) not to transfer any Common Stock or Series A Preferred Stock beneficially owned by the Reporting Persons without the Issuer's consent.

Item 7. Material to Be Filed as Exhibits

Item 7 is hereby amended in its entirety as follows:

Exhibit 1

Joint Filing Agreement by and among Goff MCF Partners, LP, GFS Contango GP, LLC, The John C. Goff 2010 Family Trust, Goff Family Investments, LP, Goff Focused Strategies LLC, GFT Strategies, LLC, Goff Capital, Inc., John C. Goff, GFS Management, LLC, dated September 17, 2019.

Exhibit 2

Voting and Support Agreement by and between Contango Oil & Gas Company and John C. Goff, dated September 17, 2019

SIGNATURES ON THE FOLLOWING PAGE

SIGNATURES

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

Dated: September 18, 2019

John C. Goff

By: /s/ John C. Goff

Goff MCF Partners, LP

By: its General Partner, GFS Contango GP, LLC

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

Goff Family Investments, LP

By: its General Partner, Goff Capital, Inc.

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

Goff Capital, Inc.

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

John C. Goff 2010 Family Trust

By: /s/ John C. Goff
John C. Goff, Sole Trustee

GFS Contango GP, LLC

By: its Managing Member, GFS Management, LLC

By: its Managing Member, Goff Focused Strategies LLC

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

GFS Management, LLC

By: its Managing Member, Goff Focused Strategies LLC

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

Goff Focused Strategies LLC

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

GFT Strategies, LLC

By: its Managing Member, John C. Goff 2010 Family Trust

By: /s/ John C. Goff
John C. Goff, Trustee

Transactions in the Common Stock During the Past Sixty Days

Goff MCF

<u>Date of Purchase</u>	<u># of shares</u>	<u>Price per share</u>
9/13/2019	<u>16,210,257</u>	<u>\$ 0.9500</u>
TOTAL:	<u>16,210,257</u>	<u>\$ 0.9500</u>

John C. Goff

<u>Date of Purchase</u>	<u># of shares</u>	<u>Price per share</u>
9/13/2019	<u>2,210,525</u>	<u>\$ 0.9500</u>
TOTAL:	<u>2,210,525</u>	<u>\$ 0.9500</u>

Transactions in the Series A Preferred Stock During the Past Sixty Days

Goff MCF

<u>Date of Purchase</u>	<u># of shares</u>	<u>Price per share</u>
9/13/2019	<u>694,737</u>	<u>\$ 9.5000</u>
TOTAL:	<u>694,737</u>	<u>\$ 9.5000</u>

John C. Goff

<u>Date of Purchase</u>	<u># of shares</u>	<u>Price per share</u>
9/13/2019	<u>94,737</u>	<u>\$ 9.5000</u>
TOTAL:	<u>94,737</u>	<u>\$ 9.5000</u>

JOINT FILING AGREEMENT

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder, each party agrees to the joint filing, on behalf of each of them, of any filing required by such party under Section 13 or Section 16 of the Exchange Act of any rule or regulation thereunder (including any amendment, restatement, supplement and/or exhibit thereto) with the Securities and Exchange Commission (and, if such security is registered on a national securities exchange, also with the exchange), and further agrees to the filing, furnishing and/or incorporation by reference of this agreement as an exhibit thereto. The agreement shall remain in full force and effect until revoked by either party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party.

IN WITNESS WHEREOF, each party hereto, being duly authorized, has caused this agreement to be executed and effective as of the date written below.

Dated: September 18, 2019

John C. Goff

By: /s/ John C. Goff

Goff MCF Partners, LP

By: its General Partner, GFS Contango GP, LLC

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

Goff Family Investments, LP

By: its General Partner, Goff Capital, Inc.

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

Goff Capital, Inc.

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

John C. Goff 2010 Family Trust

By: /s/ John C. Goff
John C. Goff, Sole Trustee

GFS Contango GP, LLC

By: its Managing Member, GFS Management, LLC

By: its Managing Member, Goff Focused Strategies LLC

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

GFS Management, LLC

By: its Managing Member, Goff Focused Strategies LLC

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

Goff Focused Strategies LLC

By: /s/ John C. Goff
John C. Goff, Chief Executive Officer

GFT Strategies, LLC

By: its Managing Member, John C. Goff 2010 Family Trust

By: /s/ John C. Goff
John C. Goff, Trustee

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (this "Agreement") is made and entered into as of September 17, 2019, by and Contango Oil & Gas Company, a Texas corporation ("Contango"), and John C. Goff ("Goff").

WITNESSETH:

WHEREAS, Contango and Goff MCF Partners, LP and John C. Goff SEP IRA, entities affiliated with Goff (the "Affiliated Entities"), entered into a Purchase Agreement, dated as of September 12, 2019 (the "Purchase Agreement"), which provides for the purchase and sale by Contango of an aggregate \$7.5 million in gross proceeds of shares of Series A Contingent Convertible Preferred Stock, par value \$0.04 per share (the "Preferred Stock"), to the Affiliated Entities;

WHEREAS, the Preferred Stock to be issued to the Affiliated Entities pursuant to the Purchase Agreement will automatically convert into shares of common stock, par value \$0.04 per share ("Common Stock"), of Contango upon (i) effectiveness of an amendment to the Certificate of Formation of Contango (the "Charter Amendment") to increase the number of authorized shares of Common Stock by at least 50,000,000 shares following approval by the shareholders of Contango of such amendment (the "Amendment Proposal") and (ii) if necessary, approval by the shareholders of Contango, in accordance with applicable law and stock exchange rules and regulations, of the issuance of the shares of Common Stock to be issued upon conversion of the Preferred Stock and the issuance of such shares of Common Stock at a discount to an insider of the Company (the "Conversion Proposal" and, together with the Amendment Proposal, the "Proposals");

WHEREAS, as of the date hereof, Goff is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of 25,304,325 shares of Common Stock; and

WHEREAS, as a condition and inducement to the willingness of Contango to enter into the Purchase Agreement, Goff has agreed to enter into this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. Certain Definitions. All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement. For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

(a) "Expiration Date" shall mean the earlier of (i) the first date upon which both shareholder approval of the Proposals has been obtained and the Charter Amendment has become effective and (ii) the date that is six months after the date hereof.

(b) "Subject Shares" shall mean, without duplication, (i) all shares of Common Stock of which Goff is the record or beneficial owner as of the date hereof, which total 25,304,325 shares of Common Stock, (ii) all shares of Common Stock issuable upon conversion, exercise or exchange of options, warrants and/or other rights to acquire shares of Common Stock of which Goff is the record or beneficial owner as of the date hereof, (iii) all additional shares of

Common Stock, and all additional shares of Common Stock issuable upon conversion, exercise or exchange of options, warrants and/or other rights to acquire shares of Common Stock, in each case of which Goff acquires record or beneficial ownership during the period from the date of this Agreement through the Expiration Date (including by way of share dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like and including the shares of Common Stock acquired by Goff in an underwritten public offering concurrent with the issuance of shares of Preferred Stock pursuant to the Purchase Agreement (the "Public Offering"), and (iv) all shares of Preferred Stock acquired by the Affiliated Entities pursuant to the Purchase Agreement to the extent such shares of Preferred Stock are entitled to vote on any of the Proposals or any of the other matters set forth in Section 3(a).

(c) "Transfer." A Person shall be deemed to have effected a "Transfer" of Subject Shares if such Person directly or indirectly (i) sells, pledges, assigns, grants an option with respect to, transfers, tenders or disposes (by merger, by testamentary disposition, by operation of Law or otherwise) of such Subject Shares or any interest in such Subject Shares, (ii) creates or permits to exist any Liens, other than restrictions imposed by applicable Law or pursuant to this Agreement, (iii) deposits any Subject Shares into a voting trust or enters into a voting agreement or arrangement or grants any proxy, power of attorney or other authorization with respect thereto that is inconsistent with this Agreement, or (iv) agrees or commits (whether or not in writing) to take any of the actions referred to in the foregoing clauses (i) through (iii).

2. Transfer Restrictions. From the date hereof until the Expiration Date, Goff shall not Transfer (or cause or permit the Transfer of) any of his Subject Shares, or enter into any agreement relating thereto, except with Contango's prior written consent and in Contango's sole discretion.

3. Agreement to Vote Subject Shares.

(a) At every meeting of the shareholders of Contango, however called, and at every adjournment or postponement thereof (each, a "Meeting"), and on every action or approval by written consent of the shareholders of Contango, Goff agrees, unconditionally and irrevocably, to the extent not voted by the Person(s) named (or otherwise appointed in the manner set forth in) in any proxy statement or information statement, as applicable, or to cause the holder of record on any applicable record date to, vote (or cause to be voted) all Subject Shares that are then beneficially owned by Goff and entitled to vote or act by written consent:

(i) in favor of the approval of the Amendment Proposal, and in favor of any other matters presented or proposed as to approval of the Amendment Proposal;

(ii) in favor of the approval of the Conversion Proposal, and in favor of any other matters presented or proposed as to approval of the Conversion Proposal;

(iii) in favor of the approval of any proposal to adjourn or postpone the Meeting to a later date, if there are not sufficient votes for the approval of the Proposals on the date on which such Meeting is held;

(iii) against approval of any proposal made in opposition to, in competition with, or inconsistent with, the Proposals; and

(iv) in favor of any other matter necessary or appropriate to the consummation of the transactions contemplated by the Purchase Agreement.

Goff agrees, unconditionally and irrevocably, to deliver or cause to be delivered such written consent immediately following consummation of the Public Offering. Goff acknowledges that, pursuant to the applicable rules and regulations of the NYSE American, the shares of Preferred Stock acquired by the Affiliated Entities pursuant to the Purchase Agreement shall not be entitled to vote with respect to the Conversion Proposal.

(b) Any vote required to be cast pursuant to this Section 3 shall be cast by Goff or at the direction of Goff, as applicable, in accordance with such procedures relating thereto so as to ensure that it is duly counted, including for purposes of determining whether a quorum is present.

(c) Except as provided herein, Goff shall not (i) enter into any agreement or understanding with any Person to vote or give instructions in any manner inconsistent with the terms of this Section 3, (ii) grant at any time while this Agreement remains in effect, a proxy, consent or power of attorney with respect to the Subject Shares inconsistent with the terms of this Section 3 or (iii) take any action that would make any representation or warranty of Goff contained herein untrue or incorrect or have the effect of preventing or disabling Goff from performing any of his obligations under this Agreement.

(d) The obligations of Goff specified in Section 3(a) shall apply whether or not any action described above is recommended by the Contango board of directors (or any committee thereof) (the "Board"), for so long as this Agreement is in effect.

4. Irrevocable Proxy.

(a) Solely in the event of a failure by Goff to act in accordance with Goff's obligations as to voting pursuant to Section 3(a) prior to the termination of this Agreement and without in any way limiting any of Goff's right to vote the Subject Shares in his sole discretion on any other matters that may be submitted to a shareholder vote, consent or other approval, Goff hereby grants an irrevocable proxy (the "Proxy") appointing Contango as Goff's attorney-in-fact and proxy, with full power of substitution, for and in Goff's name, to vote, express consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 3 above as Contango or its proxy or substitute shall, in Contango's sole discretion, deem proper with respect to the Subject Shares.

(b) Goff hereby represents that any proxies heretofore given in respect of the Subject Shares, if any, are revocable, and hereby revokes such proxies.

(c) Goff hereby affirms that his Proxy set forth in this Section 4 is given in connection with the execution of the Purchase Agreement, and that such Proxy is given to secure the performance of the duties of Goff under this Agreement. Goff hereby further affirms that his Proxy is coupled with an interest in consideration of Contango entering into this Agreement and the Purchase Agreement and incurring certain related fees and expenses and, except as set forth in Section 4(d) or in Section 12 hereof, is intended to be irrevocable. All authority conferred hereby shall survive the death, incapacity of or the appointment of any liquidator, receiver,

trustee, special manager or any other court appointed officer for Goff and shall be binding upon the heirs, estate, administrators, receivers, liquidators, trustees, special managers, personal representatives, successors and assigns of Goff.

(d) Contango hereby acknowledges and agrees that the Proxy set forth in this Section 4 shall not be exercised to vote, consent or act on any matter except as specifically contemplated by Section 3 above and Contango agrees not to exercise the Proxy granted herein for any purpose other than the purposes described in Section 3. The Proxy set forth in this Section 4 shall be revoked, terminated and of no further force or effect automatically without further action upon the termination of this Agreement.

5. Update of Beneficial Ownership Information. Goff shall promptly (and in any event within two Business Days after such acquisition) notify Contango of the number of Subject Shares acquired by Goff following the date hereof and prior to the Expiration Date and the updated number of Subject Shares beneficially owned by Goff as of immediately following such acquisition.

6. Representations and Warranties of Goff. Goff hereby represents and warrants to Contango as follows:

(a) Power; Organization; Binding Agreement. Goff has full power and authority to execute and deliver this Agreement and his Proxy, to perform Goff's obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Goff, and, assuming this Agreement constitutes a valid and binding obligation of Contango, constitutes a valid and binding obligation of Goff, enforceable against Goff in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity.

(b) No Conflicts. None of the execution and delivery by Goff of this Agreement, the performance by Goff of his obligations hereunder or the consummation by Goff of the transactions contemplated hereby will (i) result in a violation or breach of any agreement to which Goff is a party or by which Goff may be bound, including any voting agreement or voting trust or (ii) violate any applicable Law.

(c) Ownership of Subject Shares. Goff (i) is the beneficial owner of the Subject Shares, all of which are free and clear of any Liens (except any Liens arising under securities Laws or Liens that are not material to Goff's performance of his obligations under this Agreement) and (ii) no Person (other than Goff) has a right to acquire any of the Subject Shares held by Goff.

(d) Voting Power. Goff has sole voting power, power of disposition, power to issue instructions with respect to the matters set forth herein, and power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and those arising under the terms of this Agreement.

(e) Reliance by Contango. Goff understands and acknowledges that the Contango is entering into the Purchase Agreement in reliance upon Goff's execution and delivery of this Agreement.

(f) Consents and Approvals. The execution and delivery of this Agreement by Goff does not, and the performance by Goff of his obligations under this Agreement and the consummation by him of the transactions contemplated hereby will not, require Goff to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any Governmental Entity, except in each case for filings with the Securities and Exchange Commission ("SEC") by Goff or where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings and notifications, would not, either individually or in the aggregate, prevent or delay the performance by Goff of any of his obligations hereunder.

(g) Absence of Litigation. As of the date hereof, there is no Action pending or, to the knowledge of Goff, threatened against or affecting Goff or any of his Affiliates before or by any Governmental Entity that would reasonably be expected to impair the ability of Goff to perform his obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

7. Certain Restrictions. Goff agrees that Goff will not (in Goff's capacity as a shareholder of Contango) bring, commence, institute, maintain, prosecute or voluntarily aid any legal action or proceeding, which (i) challenges the validity of or seeks to enjoin the operation of any provision of this Agreement, (ii) alleges that the execution and delivery of this Agreement by Goff or the approval of the Purchase Agreement and the transactions contemplated thereby, including the Charter Amendment, by the Board, breaches any fiduciary duty of the Board or any member thereof or (iii) would reasonably be expected to restrict or otherwise affect Goff's legal power, authority and ability to comply with and perform the covenants and obligations of Goff under this Agreement.

8. Shareholder Capacity. The parties hereto acknowledge that this Agreement is being entered into by Goff solely in his capacity as a beneficial owner of the Subject Shares, and nothing in this Agreement shall restrict or limit the ability of Goff, who is a director of Contango, to exercise his duties attendant to such position by taking any action whatsoever in such capacity, including with respect to the Purchase Agreement or this Agreement.

9. Disclosure. Goff shall permit Contango to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Contango determines to be necessary or desirable in connection with the Purchase Agreement and any transactions related thereto, Goff's identity and ownership of Subject Shares and the nature of Goff's commitments, arrangements and understandings under this Agreement.

10. No Ownership Interest. Except as provided in this Agreement, nothing contained in this Agreement shall be deemed to vest in Contango any direct or indirect ownership or incidence of ownership of or with respect to any Subject Shares. Except as provided in this Agreement, all rights, ownership and economic benefits relating to the Subject Shares shall remain vested in and belong to Goff.

11. Further Assurances. Subject to the terms and conditions of this Agreement, upon request of Contango, Goff shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Goff's obligations under this Agreement.

12. Termination. This Agreement and Goff's Proxy, and all rights and obligations of the parties hereunder and thereunder, shall terminate and shall have no further force or effect as of the Expiration Date. Notwithstanding anything to the contrary in this Agreement, nothing set forth in this Section 12 or elsewhere in this Agreement shall relieve any party hereto from liability, or otherwise limit the liability of any party hereto, for any willful breach of this Agreement prior to such termination.

13. Miscellaneous.

(a) Amendment or Supplement; Waiver. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties in interest at the time of the amendment. At any time prior to the Expiration Date, any party may, to the extent permitted by and subject to applicable Law, waive compliance with any of the agreements or conditions of the other parties contained herein. Any agreement on the part of a party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Notwithstanding any of the foregoing, any amendment, waiver, consent or modification of, or supplement to, this Agreement shall require approval of a majority of the members of the board of directors of Contango not affiliated with Goff.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, or if by e-mail, upon written confirmation of receipt by e-mail or otherwise, (ii) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (iii) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to Contango:

Contango Oil & Gas Company
717 Texas Avenue, Suite 2900
Houston, Texas 77002
Attention: E. Joseph Grady
E-mail: jgrady@contango.com

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

Gibson, Dunn & Crutcher LLP
811 Main Street, Suite 3000
Houston, Texas 77002
Attention: Hillary Holmes
E-mail: hholmes@gibsondunn.com

If to Goff:

500 Commerce St., Suite 700,
Fort Worth, Texas 76102
Attention Jennifer Terrell
jterrell@Goffcp.com

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

Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW
Washington, DC 20036-3006
Attention Robert Robbins
robert.robbins@pillsburylaw.com

(c) Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to the Agreement as a whole and not to any particular provision in this Agreement. The term "or" is not exclusive. The word "will" shall be construed to have the same meaning and effect as the word "shall." References to days mean calendar days unless otherwise specified.

(d) Entire Agreement. This Agreement and the Proxy constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings, among the parties with respect to the subject matter hereof and thereof.

(e) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

(f) Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Texas.

(g) Submission to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any party or its Affiliates against any other party or its Affiliates shall be brought and determined in the state courts located in Harris County, Texas; provided, however, that if jurisdiction is not then available in the state courts located in Harris County, Texas, then any such legal action or proceeding may be brought in any federal court located in the State of Texas. Each of the parties hereby irrevocably submits to the jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Texas, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Texas as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (i) any claim that it is not personally subject to the jurisdiction of the courts in Texas as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(h) Assignment: Successors. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by Goff without the prior written consent of Contango, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

(i) Specific Performance. The parties agree that irreparable damage would occur in the event that the parties hereto do not perform the provisions of this Agreement in accordance with its terms or otherwise breach such provisions. Accordingly, prior to the Expiration Date, the parties acknowledge and agree that each party shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the state courts located in Harris County, Texas; provided, however, that if jurisdiction is not then available in the state courts of the State of Texas, then in any federal court located in the State of Texas, this being in addition to any other remedy to which such party is entitled at law or in equity. Each of the parties hereby further waives (i) any defense in any action for specific performance that a remedy at law would be adequate and (ii) any requirement under any law to post security as a prerequisite to obtaining equitable relief.

(j) Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(k) Fees and Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees or expenses.

(l) Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(m) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

(n) Facsimile or .pdf Signature. This Agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

(o) No Presumption Against Drafting Party. Each party hereto acknowledges that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed and caused to be effective this Agreement as of the date first above written.

/s/ John C. Goff
Name: John C. Goff

[Signatures continued on following page.]

[Signature Page to Voting and Support Agreement]

CONTANGO OIL & GAS COMPANY

By: /s/ E. Joseph Grady

Name: E. Joseph Grady

Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Voting and Support Agreement]