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

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

**Under the Securities Exchange Act of 1934
(Amendment No. 13)***

**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 B. Robbins, Esq.
Robert Shoemaker, Esq.
Pillsbury Winthrop Shaw Pittman, LLP
1200 Seventeenth Street, NW
Washington, DC 20036**

**June 7, 2021
(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 |
| | | 48,406,233 |
| | 8 | SHARED VOTING POWER |
| | | -0- |
| | 9 | SOLE DISPOSITIVE POWER |
| | | 48,406,233 |
| | 10 | SHARED DISPOSITIVE POWER |
| | | -0- |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON | |
| | 48,406,233 | |
| 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) | |
| | 24.1% (1) | |
| 14 | TYPE OF REPORTING PERSON | |
| | IN | |

- (1) Based on 200,686,671 shares of Common Stock outstanding as reported in the Issuer's Form 10-Q dated May 13, 2021, as filed with the Securities and Exchange Commission.

| | | |
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| 1 | NAME OF REPORTING PERSONS Travis 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 32,127,456 |
| | 8 | SHARED VOTING POWER -0- |
| | 9 | SOLE DISPOSITIVE POWER 32,127,456 |
| | 10 | SHARED DISPOSITIVE POWER -0- |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 32,127,456 | |
| 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) 16.0% (1) | |
| 14 | TYPE OF REPORTING PERSON IN | |

- (1) Based on 200,686,671 shares of Common Stock outstanding as reported in the Issuer's Form 10-Q dated May 13, 2021, as filed with the Securities and Exchange Commission.

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| 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 |
| | | 10,144,020 |
| | 8 | SHARED VOTING POWER |
| | | -0- |
| | 9 | SOLE DISPOSITIVE POWER |
| | | 10,144,020 |
| | 10 | SHARED DISPOSITIVE POWER |
| | | -0- |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON | |
| | 10,144,020 | |
| 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) | |
| | 5.1% (1) | |
| 14 | TYPE OF REPORTING PERSON | |
| | PN | |

- (1) Based on 200,686,671 shares of Common Stock outstanding as reported in the Issuer's Form 10-Q dated May 13, 2021, as filed with the Securities and Exchange Commission.

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| 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 10,144,020 |
| | 8 | SHARED VOTING POWER -0- |
| | 9 | SOLE DISPOSITIVE POWER 10,144,020 |
| | 10 | SHARED DISPOSITIVE POWER -0- |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,144,020 | |
| 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) 5.1% (1) | |
| 14 | TYPE OF REPORTING PERSON OO | |

(1) Based on 200,686,671 shares of Common Stock outstanding as reported in the Issuer's Form 10-Q dated May 13, 2021, as filed with the Securities and Exchange Commission.

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| 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 17,357,627 |
| | 8 | SHARED VOTING POWER -0- |
| | 9 | SOLE DISPOSITIVE POWER 17,357,627 |
| | 10 | SHARED DISPOSITIVE POWER -0- |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,357,627 | |
| 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) 8.6% (1) | |
| 14 | TYPE OF REPORTING PERSON OO | |

(1) Based on 200,686,671 shares of Common Stock outstanding as reported in the Issuer's Form 10-Q dated May 13, 2021, as filed with the Securities and Exchange Commission.

| | | |
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| 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 17,357,627 |
| | 8 | SHARED VOTING POWER -0- |
| | 9 | SOLE DISPOSITIVE POWER 17,357,627 |
| | 10 | SHARED DISPOSITIVE POWER -0- |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,357,627 | |
| 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) 8.6% (1) | |
| 14 | TYPE OF REPORTING PERSON IA | |

(1) Based on 200,686,671 shares of Common Stock outstanding as reported in the Issuer's Form 10-Q dated May 13, 2021, as filed with the Securities and Exchange Commission.

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| 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 17,357,627 |
| | 8 | SHARED VOTING POWER -0- |
| | 9 | SOLE DISPOSITIVE POWER 17,357,627 |
| | 10 | SHARED DISPOSITIVE POWER -0- |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,357,627 | |
| 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) 8.6% (1) | |
| 14 | TYPE OF REPORTING PERSON OO | |

(1) Based on 200,686,671 shares of Common Stock outstanding as reported in the Issuer's Form 10-Q dated May 13, 2021, as filed with the Securities and Exchange Commission.

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| 1 | NAME OF REPORTING PERSONS | |
| | The 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 44,123,323 |
| | 8 | SHARED VOTING POWER -0- |
| | 9 | SOLE DISPOSITIVE POWER 44,123,323 |
| | 10 | SHARED DISPOSITIVE POWER -0- |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 44,123,323 | |
| 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) 22.0% (1) | |
| 14 | TYPE OF REPORTING PERSON OO | |

- (1) Based on 200,686,671 shares of Common Stock outstanding as reported in the Issuer's Form 10-Q dated May 13, 2021, as filed with the Securities and Exchange Commission.

The following constitutes Amendment No. 13 (“**Amendment No. 13**”) 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 by the Amendment No. 4 to the Original Schedule 13D, filed on September 18, 2019, as amended and supplemented by the Amendment No. 5 to the Original Schedule 13D, filed on November 1, 2019, as amended and supplemented by the Amendment No. 6 to the Original Schedule 13D, filed on November 18, 2019, as amended and supplemented by the Amendment No. 7 to the Original Schedule 13D, filed on December 18, 2019, as amended and supplemented by the Amendment No. 8 to the Original Schedule 13D, filed on December 23, 2019, as amended and supplemented by the Amendment No. 9 to the Original Schedule 13D, filed on June 11, 2020, as amended and supplemented by the Amendment No. 10 to the Original Schedule 13D, filed on October 27, 2020, as amended and supplemented by the Amendment No. 11 to the Original Schedule 13D, filed on December 22, 2020, as amended and supplemented by the Amendment No. 12 to the Original Schedule 13D, filed on January 22, 2021 (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 111 E. 5th Street, Suite 300, Fort Worth, Texas 76102. This Amendment No. 13 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Item 2 is 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 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 directly and beneficially owned by it;
- iii. Goff MCEP Holdings, LLC (“**Goff MCEP**”), a Texas limited liability company, with respect to the Common Stock directly and beneficially owned by it;
- iv. Goff MCEP II, LP (“**MCEP II**”), a Texas limited partnership, with respect to the Common Stock directly and beneficially owned by it;
- v. GFS MCEP GP, LLC (“**GFS MCEP**”), a Texas limited liability company, as general partner to MCEP II, with respect to the Common Stock directly and beneficially owned by it;
- vi. Goff Focused Energy Strategies, LP (“**Goff Energy**”), a Texas limited partnership, with respect to the Common Stock directly and beneficially owned by it;
- vii. GFS Energy GP, LLC (“**GFS Energy**”), a Texas limited liability company, as general partner to Goff Energy, with respect to the Common Stock directly and beneficially owned by it;
- viii. Goff Family Investments, LP (“**Family Investments**”), a Delaware limited partnership, with respect to the Common Stock directly and beneficially owned by it;
- ix. Goff Capital, Inc. (“**Goff Capital**”), a Texas corporation, as general partner to Family Investments and manager to Goff MCEP, with respect to the Common Stock directly and beneficially owned by it;
- x. GFS Management, LLC (“**GFS Management**”), a Texas limited liability company, as managing member of GFS Contango, GFS MCEP, and GFS Energy, with respect to the Common Stock directly and beneficially owned by it;
- xi. Goff Focused Strategies LLC (“**GFS**”), a Texas limited liability company, as managing member of GFS Management, with respect to the Common Stock directly and beneficially owned by it;

- xii. GFT Strategies, LLC (“**GFT**”), a Texas limited liability company, as controlling equity holder of GFS, with respect to the Common Stock directly and beneficially owned by it;
- xiii. The John C. Goff 2010 Family Trust (“**Goff Family Trust**”), a Texas trust, as managing member of GFT and controlling equity holder of Goff Capital and Holdings GP, and with respect to the Common Stock directly and beneficially owned by it;
- xiv. JCG 2016 Holdings, LP (“**Holdings**”), a Texas limited partnership, with respect to the Common Stock directly and beneficially owned by it;
- xv. JCG 2016 Management, LLC (“**Holdings GP**”), a Texas limited liability company, as general partner of Holdings, and with respect to the Common Stock directly and beneficially owned by it;
- xvi. Kulik Partners, LP (“**Kulik**”), a Texas limited partnership, with respect to the Common Stock directly and beneficially owned by it;
- xvii. Kulik GP, LLC (“**Kulik GP**”), a Texas limited liability company, as general partner to Kulik, and with respect to the Common Stock directly and beneficially owned by it;
- xviii. Goff Family Foundation (“**Goff Foundation**”), a Texas non-profit corporation, with respect to the Common Stock directly and beneficially owned by it;
- xix. Travis Goff, a United States Citizen, as President of Goff Capital and President of GFS, and with respect to the Common Stock directly and beneficially owned by him;
- xx. John C. Goff, a United States Citizen, as the Chief Executive Officer of Goff Capital, as a manager of Kulik GP, as manager and Chief Executive Officer of GFS, as the sole trustee of Goff Family Trust, and as the sole board member of Goff Foundation, and with respect to the Common Stock directly and 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 MCEP, MCEP II, GFS MCEP, Goff Energy, GFS Energy, Goff Family Trust, Family Investments, Goff Capital, GFS Management, GFT, GFS, Holdings, Holdings GP, Kulik, Kulik GP, Goff Foundation, Travis Goff, and John C. Goff 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 MCEP is investing in securities of the Issuer.
- E. The principal business of MCEP II is investing in securities of the Issuer.
- F. The principal business of GFS MCEP is to serve as a general partner for an investment fund.
- G. The principal business of Goff Energy is investing in the securities of the Issuer for the benefit of a third party.
- H. The principal business of GFS Energy is to serve as a general partner for an investment fund.

- I. The principal business of Goff Family Trust and Family Investments is to manage investments for a single family.
- J. The principal business of Goff Capital is serving as general partner to Family Investments and manager to Goff MCEP.
- K. The principal business of GFS Management is to serve as a manager of investment funds.
- L. The principal business of GFS is investment advisor.
- M. The principal business of GFT is to serve as a manager of investment funds.
- N. The principal business of Holdings is to manage investments for a single family.
- O. The principal business of Holdings GP is serving as the general partner to Holdings.
- P. The principal business of Kulik is to manage investments for two limited partners.
- Q. The principal business of Kulik GP is serving as the general partner to Kulik.
- R. The principal business of Goff Foundation is to support education in Tarrant County, Texas through grants.
- S. The principal occupation of Travis Goff is serving as the President of Goff Capital and the President of GFS.
- T. The principal occupation of John C. Goff is serving as Chief Executive Officer of Goff Capital, as trustee of Goff Family Trust, as a manager of Kulik GP, as manager and Chief Executive Officer of GFS and Holdings GP, as sole board member of Goff Foundation, and as an asset manager in real estate and private equity.
- U. 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.
- V. John C. Goff and Travis Goff are citizens of the United States of America.

Item 4. Purpose of the Transaction.

Item 4 is hereby amended to include the following:

On June 7, 2021, the Issuer, Independence Energy LLC, a Delaware limited liability company (“Isla”), IE PubCo Inc., a Delaware corporation, IE OpCo LLC, a Delaware limited liability company, IE C Merger Sub Inc., a Delaware corporation and IE L Merger Sub LLC, a Delaware limited liability company, entered into a Transaction Agreement pursuant to which the Issuer and Isla will combine their operations in an all-stock merger, as described in more detail therein. The foregoing description of the Transaction Agreement does not purport to be complete and is qualified in its entirety by reference to the full text thereof.

Also on June 7, 2021, in connection with the Transaction Agreement, John C. Goff (“Goff”) entered into a Voting Agreement (“Voting Agreement”), by and among Isla, Goff, Goff MCF, Family Investments, Goff Family Trust, Holdings, Kulik, Goff MCEP, MCEP II, Goff Energy and Goff Foundation (each, together with Goff, a “Stockholder” and collectively, the “Stockholders”) pursuant to which each Stockholder agreed to vote its shares of Common Stock in favor of the matters to be submitted to the Issuer’s stockholders in connection with the Transaction Agreement, subject to the terms and conditions set forth in the Voting Agreement.

The Voting Agreement shall terminate upon the earliest to occur of: (a) the Effective Time (as therein defined); (b) the date on which the Transaction Agreement is terminated in accordance with its terms; and (c) the termination of the Voting Agreement by mutual written consent of the parties thereto. The foregoing summary of the Voting Agreement does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the Voting Agreement, which is referenced as Exhibit 1 to this Schedule 13D and is also incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

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

The aggregate percentage of Common Stock reported owned by each person named herein is based on 200,686,671 shares of Common Stock outstanding as reported in the Issuer's Form 10-Q dated May 13, 2021, as filed with the Securities and Exchange Commission.

A. Goff MCF

- i. As of close of business on June 9, 2021, Goff MCF beneficially owned 10,144,020 shares of Common Stock.
Percentage: 5.1%
- ii. Powers
 - i. Sole power to vote or direct vote: 10,144,020
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 10,144,020
 - iv. Shared power to dispose or direct the disposition: 0
- iii. Goff MCF has not entered into any transactions in the Common Stock during the past sixty days.

B. GFS Contango

- i. As of close of business on June 9, 2021, GFS Contango, as the general partner of Goff MCF, may be deemed to beneficially own 10,144,020 shares of Common Stock.
Percentage: 5.1%
- ii. Powers
 - i. Sole power to vote or direct vote: 10,144,020
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 10,144,020
 - iv. Shared power to dispose or direct the disposition: 0
- iii. GFS Contango has not entered into any transactions in the Common Stock during the past sixty days. Goff MCF has not entered into any transactions in the Common Stock during the past sixty days.

C. Goff MCEP

- i. As of close of business on June 9, 2021, Goff MCEP beneficially owned 3,038,705 shares of Common Stock.
Percentage: 1.5%
- ii. Powers
 - i. Sole power to vote or direct vote: 3,038,705
 - ii. power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 3,038,705
 - iv. Shared power to dispose or direct the disposition: 0
- iii. Goff MCEP has not entered into any transactions in the Common Stock during the past sixty days.

D. MCEP II

- i. As of close of business on June 9, 2021, MCEP II beneficially owned 4,768,317 shares of Common Stock.
Percentage: 2.4%
- ii. Powers
 - i. Sole power to vote or direct vote: 4,768,317
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 4,768,317
 - iv. Shared power to dispose or direct the disposition: 0
- iii. MCEP II has not entered into any transactions in the Common Stock during the past sixty days.

E. GFS MCEP

- i. As of close of business on June 9, 2021, GFS MCEP, as the general partner of MCEP II, may be deemed to beneficially own 4,768,317 shares of Common Stock.
Percentage: 2.4%
- ii. Powers
 - i. Sole power to vote or direct vote: 4,768,317
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 4,768,317
 - iv. Shared power to dispose or direct the disposition: 0
- iii. GFS MCEP has not entered into any transactions in the Common Stock during the past sixty days. MCEP II has not entered into any transactions in the Common Stock during the past sixty days.

F. Goff Energy

- i. As of close of business on June 9, 2021, Goff Energy beneficially owned 2,445,290 shares of Common Stock.
Percentage: 1.2%
- ii. Powers
 - i. Sole power to vote or direct vote: 2,445,290
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 2,445,290
 - iv. Shared power to dispose or direct the disposition: 0
- iii. Goff Energy has not entered into any transactions in the Common Stock during the past sixty days.

G. GFS Energy

- i. As of close of business on June 9, 2021, GFS Energy, as the general partner of Goff Energy, may be deemed to beneficially own 2,445,290 shares of Common Stock.
Percentage: 1.2%

- ii. Powers
 - i. Sole power to vote or direct vote: 2,445,290
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 2,445,290
 - iv. Shared power to dispose or direct the disposition: 0
- iii. GFS Energy has not entered into any transactions in the Common Stock during the past sixty days. Goff Energy has not entered into any transactions in the Common Stock during the past sixty days.

H. Goff Family Trust

- i. As of close of business on June 9, 2021, Goff Family Trust, as managing member of GFT and controlling equity holder of Goff Capital and Holdings GP, and with respect to the Common Stock directly beneficially owned by Goff Family Trust, may be deemed to beneficially own: (1) 10,144,020 shares of Common Stock owned by Goff MCF, (2) 3,026,664 shares of Common Stock owned by Family Investments, (3) 8,632,710 shares of Common Stock owned by Holdings, (4) 3,038,705 shares of Common Stock owned by Goff MCEP, (5) 4,768,317 shares of Common Stock owned by MCEP II, (6) 2,445,290 shares of Common Stock owned by Goff Energy, and (7) 12,067,617 shares of Common Stock owned by Goff Family Trust directly.
Percentage: 22.0%
- ii. Powers
 - i. Sole power to vote or direct vote: 44,123,323
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 44,123,323
 - iv. Shared power to dispose or direct the disposition: 0
- iii. Goff Family Trust has not entered into any transactions in the Common Stock during the past sixty days. Goff Capital has not entered into any transactions in the Common Stock during the past sixty days. GFT has not entered into any transactions in the Common Stock during the past sixty days. GFS has not entered into any transactions in the Common Stock during the past sixty days. GFS Management has not entered into any transactions in the Common Stock during the past sixty days. GFS Contango has not entered into any transactions in the Common Stock during the past sixty days. Goff MCF has not entered into any transactions in the Common Stock during the past sixty days. Holdings GP has not entered into any transactions in the Common Stock during the past sixty days. Holdings has not entered into any transactions in the Common Stock during the past sixty days. Family Investments has not entered into any transactions in the Common Stock during the past sixty days. Goff MCEP has not entered into any transactions in the Common Stock during the past sixty days. MCEP II has not entered into any transactions in the Common Stock during the past sixty days. GFS MCEP has not entered into any transactions in the Common Stock during the past sixty days. MCEP II has not entered into any transactions in the Common Stock during the past sixty days. GFS Energy has not entered into any transactions in the Common Stock during the past sixty days. Goff Energy has not entered into any transactions in the Common Stock during the past sixty days.

I. Family Investments

- i. As of close of business on June 9, 2021, Family Investments beneficially owned 3,026,664 shares of Common Stock.
Percentage: 1.5%
- ii. Powers
 - i. Sole power to vote or direct vote: 3,026,664
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 3,026,664
 - iv. Shared power to dispose or direct the disposition: 0
- iii. Family Investments has not entered into any transactions in the Common Stock during the past sixty days.

J. Goff Capital

- i. As of close of business on June 9, 2021, Goff Capital, as the general partner of Family Investments and manager of Goff MCEP, may be deemed to beneficially own (1) 3,026,664 shares of Common Stock owned by Family Investments, and (2) 3,038,705 shares of Common Stock owned by Goff MCEP.

Percentage: 3.0%

ii. Powers

- i. Sole power to vote or direct vote: 6,065,369
- ii. Shared power to vote or direct vote: 0
- iii. Sole power to dispose or direct the disposition: 6,065,369
- iv. Shared power to dispose or direct the disposition: 0

- iii. Goff Capital has not entered into any transactions in the Common Stock during the past sixty days. Family Investments has not entered into any transactions in the Common Stock during the past sixty days. Goff MCEP has not entered into any transactions in the Common Stock during the past sixty days.

K. GFS Management

- i. As of close of business on June 9, 2021, GFS Management, as managing member of GFS Contango GP, GFS MCEP, and GFS Energy, may be deemed to beneficially own (1) 10,144,020 shares of Common Stock owned by Goff MCF, (2) 4,768,317 shares of Common Stock owned by MCEP II, and (3) 2,445,290 shares of Common Stock owned by Goff Energy.

Percentage: 8.6%

ii. Powers

- i. Sole power to vote or direct vote: 17,357,627
- ii. Shared power to vote or direct vote: 0
- iii. Sole power to dispose or direct the disposition: 17,357,627
- iv. Shared power to dispose or direct the disposition: 0

- iii. GFS Management has not entered into any transactions in the Common Stock during the past sixty days. GFS Contango has not entered into any transactions in the Common Stock during the past sixty days. Goff MCF has not entered into any transactions in the Common Stock during the past sixty days. GFS MCEP has not entered into any transactions in the Common Stock during the past sixty days. MCEP II has not entered into any transactions in the Common Stock during the past sixty days. GFS Energy has not entered into any transactions in the Common Stock during the past sixty days. Goff Energy has not entered into any transactions in the Common Stock during the past sixty days.

L. GFS

- i. As of close of business on June 9, 2021, GFS, as managing member of GFS Management, may be deemed to beneficially own (1) 10,144,020 shares of Common Stock owned by Goff MCF, (2) 4,768,317 shares of Common Stock owned by MCEP II, and (3) 2,445,290 shares of Common Stock owned by Goff Energy.

Percentage: 8.6%

- ii. Powers
 - i. Sole power to vote or direct vote: 17,357,627
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 17,357,627
 - iv. Shared power to dispose or direct the disposition: 0
- iii. GFS has not entered into any transactions in Common Stock during the past sixty days. GFS Management has not entered into any transactions in Common Stock during the past sixty days. GFS Contango has not entered into any transactions in the Common Stock during the past sixty days. Goff MCF has not entered into any transactions in the Common Stock during the past sixty days. GFS MCEP has not entered into any transactions in the Common Stock during the past sixty days. MCEP II has not entered into any transactions in the Common Stock during the past sixty days. GFS Energy has not entered into any transactions in the Common Stock during the past sixty days. Goff Energy has not entered into any transactions in the Common Stock during the past sixty days.

M. GFT

- i. As of close of business on June 9, 2021, GFT, as controlling equity holder of GFS, may be deemed to beneficially own (1) 10,144,020 shares of Common Stock owned by Goff MCF, (2) 4,768,317 shares of Common Stock owned by MCEP II, and (3) 2,445,290 shares of Common Stock owned by Goff Energy.
Percentage: 8.6%
- ii. Powers
 - i. Sole power to vote or direct vote: 17,357,627
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 17,357,627
 - iv. Shared power to dispose or direct the disposition: 0
- iii. GFT has not entered into any transactions in the Common Stock during the past sixty days. GFS has not entered into any transactions in the Common Stock during the past sixty days. GFS Management has not entered into any transactions in the Common Stock during the past sixty days. GFS Contango has not entered into any transactions in the Common Stock during the past sixty days. Goff MCF has not entered into any transactions in the Common Stock during the past sixty days. GFS MCEP has not entered into any transactions in the Common Stock during the past sixty days. MCEP II has not entered into any transactions in the Common Stock during the past sixty days. GFS Energy has not entered into any transactions in the Common Stock during the past sixty days. Goff Energy has not entered into any transactions in the Common Stock during the past sixty days.

N. Holdings

- i. As of close of business on June 9, 2021, Holdings beneficially owned 8,632,710 shares of Common Stock.
Percentage: 4.3%
- ii. Powers
 - i. Sole power to vote or direct vote: 8,632,710
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 8,632,710
 - iv. Shared power to dispose or direct the disposition: 0
- iii. Holdings has not entered into any transactions in the Common Stock during the past sixty days.

- O. Holdings GP
- i. As of close of business on June 9, 2021, Holdings GP, as general partner of Holdings, may be deemed to beneficially own 8,632,710 shares of Common Stock.
Percentage: 4.3%
 - ii. Powers
 - i. Sole power to vote or direct vote: 8,632,710
 - ii. Shared power to vote or direct vote:
 - iii. Sole power to dispose or direct the disposition: 8,632,710
 - iv. Shared power to dispose or direct the disposition: 0
 - iii. Holdings GP has not entered into any transactions in the Common Stock during the past sixty days. Holdings has not entered into any transactions in the Common Stock during the past sixty days.
- P. Kulik
- i. As of close of business on June 9, 2021, Kulik beneficially owned 372,890 shares of Common Stock.
Percentage: 0.2%
 - ii. Powers
 - i. Sole power to vote or direct vote: 372,890
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 372,890
 - iv. Shared power to dispose or direct the disposition: 0
 - iii. Kulik has not entered into any transactions in the Common Stock during the past sixty days.
- Q. Kulik GP
- i. As of close of business on June 9, 2021, Kulik GP, as general partner of Kulik, may be deemed to beneficially own 372,890 shares of Common Stock.
Percentage: 0.2%
 - ii. Powers
 - i. Sole power to vote or direct vote: 372,890
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 372,890
 - iv. Shared power to dispose or direct the disposition: 0
 - iii. Kulik GP has not entered into any transactions in the Common Stock during the past sixty days. Kulik has not entered into any transactions in the Common Stock during the past sixty days.
- R. Goff Foundation
- i. As of close of business on June 9, 2021, Goff Foundation beneficially owned 261,957 shares of Common Stock.
Percentage: 0.1%
 - ii. Powers
 - i. Sole power to vote or direct vote: 261,957
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 261,957
 - iv. Shared power to dispose or direct the disposition: 0
 - iii. Goff Foundation has not entered into any transactions in the Common Stock during the past sixty days.

S. Travis Goff

- i. As of the close of business on June 9, 2021, Travis Goff, as President of Goff Capital and President of GFS, may be deemed to beneficially own (1) 3,038,705 shares of Common Stock owned by Goff MCEP, (2) 4,768,317 shares of Common Stock owned by MCEP II, (3) 2,445,290 shares of Common Stock owned by Goff Energy, (4) 10,144,020 shares of Common Stock owned by Goff MCF, (5) 8,632,710 shares of Common Stock owned by Holdings, (6) 3,026,664 shares of Common Stock owned by Family Investments, and (7) 71,750 shares of Common Stock owned by Travis Goff directly.

Percentage: 16.0%

ii. Powers

- i. Sole power to vote or direct vote: 32,127,456
- ii. Shared power to vote or direct vote: 0
- iii. Sole power to dispose or direct the disposition: 32,127,456
- iv. Shared power to dispose or direct the disposition: 0

- iii. Travis Goff has not entered into any transactions in the Common Stock during the past sixty days. GFT has not entered into any transactions in the Common Stock during the past sixty days. GFS has not entered into any transactions in the Common Stock during the past sixty days. GFS Management has not entered into any transactions in the Common Stock during the past sixty days. MCEP II has not entered into any transactions in the Common Stock during the past sixty days. GFS MCEP has not entered into any transactions in the Common Stock during the past sixty days. Goff Energy has not entered into any transactions in the Common Stock during the past sixty days. GFS Energy has not entered into any transactions in the Common Stock during the past sixty days. Goff Capital has not entered into any transactions in the Common Stock during the past sixty days. Goff MCEP has not entered into any transactions in the Common Stock during the past sixty days. Goff MCF has not entered into any transactions in the Common Stock during the past sixty days. GFS Contango has not entered into any transactions in the Common Stock during the past sixty days. Holdings has not entered into any transactions in the Common Stock during the past sixty days. Holdings GP has not entered into any transactions in the Common Stock during the past sixty days. Family Investments has not entered into any transactions in the Common Stock during the past sixty days.

T. John C. Goff

- i. As of close of business on June 9, 2021, John C. Goff, as Chief Executive Officer of Goff Capital, as trustee of Goff Family Trust, as a manager of Kulik GP, as manager and Chief Executive Officer of GFS, as sole board member of Goff Foundation, and with respect to the Common Stock directly beneficially owned by him; John C. Goff may be deemed the beneficial owner of the (1) 10,144,020 shares of Common Stock owned by Goff MCF, (2) 8,632,710 shares of Common Stock owned by Holdings, (3) 12,067,617 shares of Common Stock owned by Goff Family Trust, (4) 372,890 shares of Common Stock owned by Kulik, (5) 3,026,664 shares of Common Stock owned by Family Investments, (6) 3,038,705 shares of Common Stock owned by Goff MCEP, (7) 4,768,317 shares of Common Stock beneficially owned by MCEP II, (8) 2,445,290 shares of Common Stock owned by Goff Energy, (9) 261,957 shares of Common Stock owned by Goff Foundation, and (10) 3,648,063 shares of Common Stock owned by John C. Goff directly.

Percentage: 24.1%

- ii. Powers
 - i. Sole power to vote or direct vote: 48,406,233
 - ii. Shared power to vote or direct vote: 0
 - iii. Sole power to dispose or direct the disposition: 48,406,233
 - iv. Shared power to dispose or direct the disposition: 0
- iii. John C. Goff was granted shares of Common Stock on April 20, 2021, which was authorized by the board of the Issuer for first quarter 2021 board fees in lieu of cash compensation pursuant to the Contango Director Compensation Plan. Goff Family Trust has not entered into any transactions in the Common Stock during the past sixty days. Goff Capital has not entered into any transactions in the Common Stock during the past sixty days. Family Investments has not entered into any transactions in the Common Stock during the past sixty days. Goff MCEP has not entered into any transactions in the Common Stock during the past sixty days. GFT has not entered into any transactions in the Common Stock during the past sixty days. GFS has not entered into any transactions in the Common Stock during the past sixty days. GFS Management has not entered into any transactions in the Common Stock during the past sixty days. GFS Contango has not entered into any transactions in the Common Stock during the past sixty days. Goff MCF has not entered into any transactions in the Common Stock during the past sixty days. GFS MCEP has not entered into any transactions in the Common Stock during the past sixty days. MCEP II has not entered into any transactions in the Common Stock during the past sixty days. GFS Energy has not entered into any transactions in the Common Stock during the past sixty days. Goff Energy has not entered into any transactions in the Common Stock during the past sixty days. Kulik GP has not entered into any transactions in the Common Stock during the past sixty days. Kulik has not entered into any transactions in the Common Stock during the past sixty days. Holdings GP has not entered into any transactions in the Common Stock during the past sixty days. Holdings has not entered into any transactions in the Common Stock during the past sixty days. Goff Foundation has not entered into any transactions in the Common Stock during the past sixty days.

As general partner of Family Investments and manager of Goff MCEP, 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 and Goff MCEP. Goff Capital disclaims beneficial ownership of the Common Stock directly held by Family Investments and Goff MCEP, except to the extent of its pecuniary interest therein.

As general partner of Goff MCF, GFS Contango 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 Goff MCF. GFS Contango disclaims beneficial ownership of the Common Stock directly held by Goff MCF, except to the extent of its pecuniary interest therein.

As general partner of MCEP II, GFS MCEP 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 MCEP II. GFS MCEP disclaims beneficial ownership of the Common Stock directly held by MCEP II, except to the extent of its pecuniary interest therein.

As general partner of Goff Energy, GFS Energy 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 Goff Energy. GFS Energy disclaims beneficial ownership of the Common Stock directly held by Goff Energy, except to the extent of its pecuniary interest therein.

As managing member of GFS Contango, GFS MCEP and GFS Energy, 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 directly held by Goff MCF, MCEP II, and Goff Energy. GFS Management disclaims beneficial ownership of the Common Stock directly held by Goff MCF, MCEP II, and Goff Energy, 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 directly held by Goff MCF, MCEP II, and Goff Energy. GFS disclaims beneficial ownership of the Common Stock directly held by Goff MCF, MCEP II, and Goff Energy, 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 held by Goff MCF, MCEP II, and Goff Energy. GFT disclaims beneficial ownership of the Common Stock directly held by Goff MCF, MCEP II, and Goff Energy, except to the extent of its pecuniary interest therein.

As managing member of GFT and controlling equity holder of Goff Capital and Holdings GP, 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 directly held by Goff MCF, Holdings, Family Investments, Goff MCEP, MCEP II, Goff Energy, and Goff Family Trust. Goff Family Trust disclaims beneficial ownership of those shares of Common Stock held directly by Goff MCF, Holdings, Family Investments, Goff MCEP, MCEP II, and Goff Energy, except to the extent of its pecuniary interest therein.

As President of Goff Capital and President of GFS, Travis 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 directly held by Goff MCEP, MCEP II, Goff Energy, Goff MCF, Holdings, Family Investments, and shares held directly by Travis Goff. Travis Goff disclaims beneficial ownership of those shares of Common Stock held directly by Goff MCEP, MCEP II, Goff Energy, Goff MCF, Holdings, and Family Investments except to the extent of his pecuniary interest therein.

As Chief Executive Officer of Goff Capital, a manager of Kulik GP, manager and Chief Executive Officer of GFS, sole board member of Goff Foundation, 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 directly held by Goff MCF, Holdings, Kulik, Goff Family Trust, Family Investments, Goff MCEP, MCEP II, Goff Energy, Goff Foundation, indirectly through a SEP IRA, of which Mr. Goff is the beneficiary, and shares held directly by John C. Goff. Mr. Goff disclaims beneficial ownership of those shares of Common Stock held directly by Goff MCF, Holdings, Kulik, Family Investments, Goff Family Trust, Goff MCEP, MCEP II, Goff Energy, and Goff Foundation 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 Common Stock.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is amended and supplemented as follows:

The Reporting Person's response to Item 4 is incorporated by reference into this Item 6.

Item 7. Material to Be Filed as Exhibits.

Item 7 is amended and supplemented in its entirety as follows:

Exhibit 1 Voting Agreement, dated as of June 7, 2021, by and among Isla, Goff, Goff MCF, Family Investments, Goff Family Trust, Holdings, Kulik, Goff MCEP, MCEP II, Goff Energy and Goff Foundation.

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: June 9, 2021

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

The John C. Goff 2010 Family Trust

By: /s/ John C. Goff

John C. Goff, Sole Trustee

JCG 2016 Holdings, LP

By: its General Partner, JCG 2016 Management, LLC

By: /s/ John C. Goff

John C. Goff, Chief Executive Officer

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, The John C. Goff 2010 Family Trust

By: /s/ John C. Goff

John C. Goff, Trustee

JCG 2016 Management, LLC

By: /s/ John C. Goff

John C. Goff, Chief Executive Officer

Kulik Partners, LP

By: its General Partner, Kulik GP, LLC

By: /s/ John C. Goff

John C. Goff, Manager

Goff MCEP Holdings, LLC

By: its Manager, Goff Capital, Inc.

By: /s/ John C. Goff

John C. Goff, Chief Executive Officer

Goff MCEP II, LP

By: its General Partner, GFS MCEP GP, LLC

By: /s/ John C. Goff

John C. Goff, Chief Executive Officer

GFS MCEP 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

Goff Focused Energy Strategies, LP

By: its General Partner, GFS Energy GP, LLC

By: /s/ John C. Goff

John C. Goff, Chief Executive Officer

Kulik GP, LLC

By: /s/ John C. Goff

John C. Goff, Manager

GFS Energy 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

Goff Family Foundation

By: /s/ John C. Goff

John C. Goff, sole board member

Travis Goff

By: /s/ Travis Goff

Transactions in the Common Stock During the Past Sixty Days

| <u>Name</u> | <u>Date</u> | <u>No. of Shares</u> | <u>Transaction</u> | <u>Price</u> | <u>Method</u> |
|--------------|-------------|----------------------|------------------------------|--------------|---------------------------|
| John C. Goff | 04/20/2021 | 3,600 | Restricted Stock Award(1) | \$0.00 | Restricted Stock Grant |

- (1) A grant of Common Stock to John C. Goff on April 20, 2021, was authorized by the board of the Issuer for first quarter 2021 board fees in lieu of cash compensation pursuant to the Contango Director Compensation Plan.

VOTING AGREEMENT

This Voting Agreement (this “**Agreement**”), dated as of June 7, 2021, is entered into by and among Independence Energy LLC, a Delaware limited liability company (“**Isla**”), John C. Goff (“**Goff**”) and each other signatory hereto (each, together with Goff, a “**Stockholder**”). Isla and Stockholders are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, concurrently with the execution of this Agreement, the Company, Isla and certain Subsidiaries of Isla are entering into a Transaction Agreement (as the same may be amended from time to time, the “**Transaction Agreement**”), providing for, among other things, the merger (the “**Merger**”) of IE C Merger Sub Inc., a Texas corporation, and the Company pursuant to the terms and conditions of the Transaction Agreement;

WHEREAS, in order to induce Isla to enter into the Transaction Agreement, Stockholders are willing to make certain representations, warranties, covenants, and agreements as set forth in this Agreement with respect to the 48,406,233 shares of common stock, par value \$0.04 per share, of the Company (“**Company Common Stock**”) Beneficially Owned (as defined below) by Stockholders (the “**Original Shares**” and, together with any additional shares of Company Common Stock pursuant to Section 6 hereof, the “**Shares**”); and

WHEREAS, as a condition to their willingness to enter into the Transaction Agreement, Isla has required that Stockholders, and Stockholders have agreed to, execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Definitions.**

For purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Transaction Agreement. When used in this Agreement, the following terms in all of their tenses, cases, and correlative forms shall have the meanings assigned to them in this Section 1.

(a) “**Affiliate**” means with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person, through one or more intermediaries or otherwise; provided, however, that solely for purposes of this Agreement, notwithstanding anything to the contrary set forth herein, neither the Company nor any of its Subsidiaries shall be deemed to be a Subsidiary or Affiliate of any Stockholder; provided, further, that, for the avoidance of doubt, any member of any Stockholder shall be deemed an Affiliate such Stockholder; and provided, further, that an Affiliate of any Stockholder shall include any investment fund, vehicle or holding company of which such Stockholder or an affiliate thereof serves as the general partner, managing member or discretionary manager or advisor.

(b) “**Beneficially Own**” or “**Beneficial Ownership**” has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a Person’s beneficial ownership of securities shall be calculated in accordance with the provisions of such rule (in each case, irrespective of whether or not such rule is actually applicable in such circumstance). For the avoidance of doubt, “**Beneficially Own**” and “**Beneficial Ownership**” shall also include record ownership of securities.

(c) “**Beneficial Owner**” shall mean the Person who Beneficially Owns the referenced securities.

2. **Representations of Stockholder.**

Each Stockholder represents and warrants to Isla that:

(a) **Ownership of Shares.** Such Stockholder is the Beneficial Owner of the portion of the Original Shares set forth across from such Stockholder’s name on Annex A free and clear of any proxy, voting restriction, adverse claim, or other Encumbrances, other than those created by this Agreement or under applicable federal or state securities laws; and John C. Goff has the sole voting power over all the Original Shares listed on Annex A. Except as expressly provided by this Agreement, there are no options, warrants, or other rights, agreements, arrangements, or commitments of any character to which such Stockholder is a party relating to the pledge, disposition, or voting of any of such Original Shares and there are no voting trusts or voting agreements with respect to such Original Shares.

(b) **Disclosure of All Shares Owned.** Neither such Stockholder nor any of its Affiliates Beneficially Owns any shares of Company Common Stock other than the Original Shares.

(c) **Power and Authority; Binding Agreement.** Such Stockholder has full power and authority to enter into, execute, and deliver this Agreement and to perform fully such Stockholder’s obligations hereunder (including the proxy described in [Section 3\(b\)](#) below). This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes the legal, valid, and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms.

(d) **No Conflict.** The execution and delivery of this Agreement by such Stockholder does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any Law applicable to such Stockholder or result in any breach of or violation of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration, or cancellation of, or result in the creation of any Encumbrance on any of the Shares pursuant to, any agreement or other instrument or obligation, including organizational documents binding upon such Stockholder or any of the Shares.

(e) **No Consents.** No Consent, order or declaration of any Governmental Entity or any other Person on the part of such Stockholder is required in connection with the valid execution and delivery of this Agreement.

(f) **No Litigation.** There is no Proceeding pending against, or, to the knowledge of such Stockholder, threatened against or affecting, such Stockholder that could reasonably be expected to materially impair or materially adversely affect the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated by this Agreement on a timely basis.

3. Agreement to Vote Shares; Irrevocable Proxy.

(a) **Agreement to Vote and Approve.** Each Stockholder irrevocably and unconditionally agrees during the term of this Agreement, at any annual or special meeting of the Company called with respect to the following matters, and at every adjournment or postponement thereof, and on every action or approval by written consent of the Company stockholders with respect to any of the following matters, to appear at any such meeting or otherwise cause the applicable Shares to be counted as present thereat for purpose of establishing a quorum and vote or cause the holder of record to vote the Shares at such meeting (i) in favor of (1) adoption of the Transaction Agreement and approval of any other matters necessary for consummation of the Transactions, including the Merger and (2) any proposal to adjourn or postpone such meeting of stockholders of the Company to a later date if there are not sufficient votes to approve the Transactions, including the Merger; and (ii) against (1) any Company Competing Proposal or any of the transactions contemplated thereby, (2) any action, proposal, transaction, or agreement which could reasonably be expected to result in a breach of any covenant, representation or warranty, or any other obligation or agreement of the Company under the Transaction Agreement or of such Stockholder under this Agreement, and (3) any action, proposal, transaction, or agreement that could reasonably be expected to impede, interfere with, delay, discourage, adversely affect, or inhibit the timely consummation of the Transactions, including the Merger, or the fulfillment of the Isla Parties' conditions under the Transaction Agreement or change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company's Organizational Documents). Any attempt by any Stockholder to vote, consent or express dissent with respect to (or otherwise to utilize the voting power of), any Shares in contravention of this Section 3(a) shall be null and void *ab initio*.

(b) **Irrevocable Proxy.** Each Stockholder hereby appoints Isla and any designee of Isla, and each of them individually, until the Expiration Time (at which time this proxy shall automatically be revoked), its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or consent during the term of this Agreement with respect to the Shares in accordance with Section 3(a). This proxy and power of attorney is given to secure the performance of the duties of such Stockholder under this Agreement. Each Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by each Stockholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by such Stockholder with respect to the applicable Shares. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement.

4. No Voting Trusts or Other Arrangement.

Each Stockholder agrees that during the term of this Agreement such Stockholder will not, and will not permit any Affiliate to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares, or subject any of the Shares to any arrangement with respect to the voting of the Shares other than agreements entered into with Isla.

5. Transfer and Encumbrance.

Each Stockholder agrees that during the term of this Agreement, such Stockholder will not, directly or indirectly, transfer, sell, offer, exchange, assign, pledge, convey any legal or Beneficial Ownership interest in or otherwise dispose of (by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by operation of Law or otherwise) or Encumber ("**Transfer**") any of the Shares or enter into any contract, option or other agreement with respect to, or consent to, a Transfer of any of the Shares or such Stockholder's voting or economic interest therein. This Section 5 shall not prohibit a Transfer of the Shares by any Stockholder to an Affiliate of such Stockholder; provided, that a Transfer referred to in this sentence shall be permitted only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to Isla, to be bound by all of the terms of this Agreement. Any attempted Transfer of Shares or any interest therein in violation of this Section 5 shall, to the fullest extent permitted by Law, be null and void *ab initio*. If any involuntary Transfer of any of any Stockholder's Shares shall occur, the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement.

6. Additional Purchases; Adjustments.

Each Stockholder agrees that any shares of Company Common Stock and any other shares of capital stock or other equity of the Company that such Stockholder purchases, acquires the voting power or otherwise acquires Beneficial Ownership of after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted Shares as of the date hereof for all purposes of this Agreement, and such Stockholder shall promptly notify the Company of the existence of any such after-acquired Shares. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company affecting the Shares, the terms of this Agreement shall apply to the resulting securities and such resulting securities shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted Shares as of the date hereof for all purposes of this Agreement.

7. Waiver of Appraisal and Dissenters' Rights and Certain Other Actions.

(a) **Waiver of Appraisal and Dissenters' Rights.** To the fullest extent permitted by Law, each Stockholder hereby irrevocably and unconditionally waives, and agrees not to assert or perfect, any rights of appraisal (including under Section 10.354 of the Texas Business Organization Code) or rights to dissent in connection with the Merger that such Stockholder may have by virtue of ownership of such Stockholder's Shares.

(b) **Waiver of Certain Other Actions.** Each Stockholder hereby agrees not to commence, join in, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Isla, Merger Sub or the Company or any of their respective Affiliates and each of their successors or directors relating to the negotiation, execution or delivery of this Agreement or the Transaction Agreement or the consummation of the transactions contemplated hereby or thereby, including any claim (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or the Transaction Agreement (including any claim seeking to enjoin or delay the Closing) or (b) alleging a breach of any fiduciary duty of the Company Board in connection with the negotiation and entry into this Agreement, the Transaction Agreement or the transactions contemplated hereby or thereby, and hereby irrevocably waives any claim or rights whatsoever with respect to any of the foregoing.

8. Termination.

This Agreement shall terminate upon the earliest to occur of (the “**Expiration Time**”): (a) the Effective Time; (b) the date on which the Transaction Agreement is terminated in accordance with its terms; and (c) the termination of this Agreement by mutual written consent of the Parties. Nothing in this Section 8 shall relieve or otherwise limit the liability of any Party for any intentional breach of this Agreement prior to such termination.

9. No Solicitation.

Subject to Section 10, each Stockholder shall not, and shall cause its Affiliates and its and their Representatives not to, directly or indirectly, take any of the actions set forth in Section 6.3(b) of the Transaction Agreement (without giving effect to any amendment or modification of such clauses after the date hereof). Each Stockholder shall, and shall cause its Affiliates and its and their Representatives to, immediately cease, and cause to be terminated, any discussions or negotiations conducted before the date of this Agreement with any Person other than Isla with respect to any inquiry, proposal or offer that constitutes, or would reasonably be expected to lead to, a Company Competing Proposal. In addition, each Stockholder agrees to be subject to Section 6.3(c) of the Transaction Agreement (without giving effect to any amendment or modification of such clauses after the date hereof) as if such Stockholder were the “Company” thereunder. Notwithstanding the foregoing, to the extent the Company complies with its obligations under Section 6.3 of the Merger Agreement and participates in discussions or negotiations with a Person regarding a Company Competing Proposal, the Holder or any of such Holder’s controlled Affiliates and/or such Holder’s and such Holder’s Affiliates’ Representatives may engage in discussions or negotiations with such Person to the extent that the Company can act under Section 6.3 of the Merger Agreement.

10. Further Assurances.

Each Stockholder agrees, from time to time, and without additional consideration, to execute and deliver such additional proxies, documents and other instruments and to take all such further action as

Isla may reasonably request to consummate and make effective the transactions contemplated by this Agreement and to not take or permit any of its Affiliates to take any action that would reasonably be likely to adversely affect or delay the ability to perform such Stockholder's covenants and agreements under this Agreement.

11. Specific Performance.

The Parties agree that irreparable damage, for which monetary damages would not be an adequate remedy, would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached by the Parties. Prior to the Expiration Time, it is accordingly agreed that the Parties shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, in each case in accordance with this Section 11, this being in addition to any other remedy to which they are entitled under the terms of this Agreement at Law or in equity. Each Party accordingly agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement, all in accordance with the terms of this Section 11. Each Party further agrees that no other Party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 11, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

12. Entire Agreement.

This Agreement (together with the Transaction Agreement, the Confidentiality Agreement and any other documents and instruments executed pursuant hereto) supersedes all prior agreements, written or oral, between the Parties hereto with respect to the subject matter hereof and contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the Parties hereto. No waiver of any provisions hereof by either Party shall be deemed a waiver of any other provisions hereof by such Party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such Party.

13. Extension; Waiver.

At any time prior to the Effective Time, the Parties may, to the extent legally allowed:

(a) extend the time for the performance of any of the obligations or acts of the other Party hereunder;

(b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered pursuant hereto; or

(c) waive compliance with any of the agreements or conditions of the other Party contained herein;

provided, that, in each case, such waiver is made in writing and signed by the Party (or parties) against whom the waiver is to be effective.

Notwithstanding the foregoing, no failure or delay by Isla in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. No agreement on the part of a Party to any such extension or waiver shall be valid unless set forth in an instrument in writing signed on behalf of such Party. No waiver by any of the Parties hereto of any default, misrepresentation or breach of representation, warranty, covenant or other agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

14. Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) if delivered in person; (b) if transmitted by facsimile (but only upon confirmation of transmission by the transmitting equipment); (c) if transmitted by electronic mail (“e-mail”) (but only if confirmation of receipt of such e-mail is requested and received; provided, that each notice party shall use reasonable best efforts to confirm receipt of any such email correspondence promptly upon receipt of such request); or (d) if transmitted by national overnight courier. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 13):

If to Isla, to:

Independence Energy LLC
c/o Kohlberg Kravis Roberts & Co.
600 Travis Street
Suite 7200
Houston, TX 77002
Attention: David Rockecharlie; Brandi Kendall; Todd Falk
E-mail: David.Rockecharlie@kk.com; Brandi.Kendall@kk.com;
Todd.Falk@kk.com

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

Vinson & Elkins L.L.P.
1001 Fannin St.
Suite 2500
Houston, TX 77002
Attention: Keith Fullenweider; Douglas McWilliams
E-mail: kfullenweider@velaw.com; dmcwilliams@velaw.com

If to Stockholders, to:

Goff Capital, Inc.
500 Commerce Street, Suite 700
Fort Worth, Texas 76102
Attention: Jennifer Terrell
E-mail: jterrell@goffcp.com

15. **Miscellaneous.**

(a) **Governing Law.** THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

(b) **Submission to Jurisdiction.** THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR, IF THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR THE DELAWARE SUPREME COURT DETERMINES THAT, NOTWITHSTANDING SECTION 111 OF THE DELAWARE GENERAL CORPORATIONS LAW, THE COURT OF CHANCERY DOES NOT HAVE OR SHOULD NOT EXERCISE SUBJECT MATTER JURISDICTION OVER SUCH MATTER, THE SUPERIOR COURT OF THE STATE OF DELAWARE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF DELAWARE SOLELY IN CONNECTION WITH ANY DISPUTE THAT ARISES IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS AGREEMENT OR IN RESPECT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED EXCLUSIVELY BY SUCH A DELAWARE STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 13 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

(c) **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY

OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY; AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 13(C).

(d) **Expenses.** All costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense, whether or not the Merger is consummated.

(e) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, including via facsimile or email in “portable document format” (“.pdf”) form transmission, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

(g) **Interpretation.** The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” References to “the date hereof” shall mean the date of this Agreement. As used in this Agreement, the “knowledge” of a Stockholder means the actual knowledge of any officer of Holder after due inquiry.

(h) **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other Parties. Any purported assignment in contravention hereof shall be null and void. Subject to the preceding sentence and except as set forth in Section 5, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

(i) **No Third-Party Beneficiaries; Non-Recourse.** 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.

(j) **No Ownership Interest.** Nothing contained in this Agreement shall be deemed to vest in Isla any direct or indirect ownership or incidence of ownership of or with respect to the Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholders, and Isla shall not have any authority to manage, direct, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct any Stockholder in the voting or disposition of any Shares, except as otherwise expressly provided herein.

(k) **No Partnership, Agency or Joint Venture.** This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture, any like relationship between the Parties or a presumption that the Parties are in any way acting in concert or as a group with respect to the obligations or the transactions contemplated by this Agreement.

(l) **Disclosure.** Each Stockholder consents to and authorizes the publication and disclosure by the Company and Isla of such Stockholder's identity and holding of Shares, and the terms of this Agreement (including, for avoidance of doubt, the disclosure of this Agreement), in any press release, the Registration Statement, including the Joint Proxy Statement, as applicable, and any other disclosure document required in connection with the Transaction Agreement, the Merger and the transactions contemplated by the Transaction Agreement.

(m) **Amendment.** 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.

(n) **Reliance.** Each Stockholder understands and acknowledges that the Isla Parties are entering into the Transaction Agreement in reliance upon such Stockholder's execution and delivery of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date first written above.

Independence Energy LLC

By: Independence Energy MM LLC, its managing Member

By /s/ David Rochecharlie

Name: David Rochecharlie

Title: Chief Executive Officer

Signature Page to Voting Agreement

John C. Goff

/s/ John C. Goff

Goff MCF Partners, LP

By GFS Contango GP, LLC, its General Partner

/s/ John C. Goff

John C. Goff, Chief Executive Officer

Goff Family Investments, LP

By Goff Capital, Inc., General Partner

/s/ John C. Goff

John C. Goff, Chief Executive Officer

The John C. Goff 2010 Family Trust

By

/s/ John C. Goff

John C. Goff, Trustee

Signature Page to Voting Agreement

JCG 2016 Holdings, LP

By JCG 2016 Management, LLC, its General Partner

/s/ John C. Goff

John C. Goff, Manager

Kulik Partners, LP

By Kulik GP, LLC, its General Partner

/s/ John C. Goff

John C. Goff, Manager

Goff MCEP Holdings, LLC

By Goff Capital, Inc., its Manager

/s/ John C. Goff

John C. Goff, Chief Executive Officer

Goff MCEP II, LP

By GFS MCEP GP, LLC, its General Partner

/s/ John C. Goff

John C. Goff, Chief Executive Officer

Signature Page to Voting Agreement

Goff Focused Energy Strategies, LP

By GFS Energy GP, LLC, its General Partner

/s/ John C. Goff

John C. Goff, Chief Executive Officer

Goff Family Foundation

By

/s/ John C. Goff

John C. Goff, Sole Director

Signature Page to Voting Agreement

Annex A

| <u>Stockholder</u> | <u>Original Shares Owned</u> |
|------------------------------------|-------------------------------------|
| Goff MCF Partners, LP | 10,144,020 |
| Goff Family Investments, LP | 3,026,664 |
| JCG 2016 Holdings, LP | 8,632,710 |
| Goff MCEP Holdings, LLC | 3,038,705 |
| Goff MCEP II, LP | 4,768,317 |
| Goff Focused Energy Strategies, LP | 2,445,290 |
| The John C. Goff 2010 Family Trust | 12,067,617 |
| Kulik Partners, LP | 372,890 |
| Goff Family Foundation | 261,957 |
| John C. Goff SEP IRA | 3,571,786 |
| John C. Goff | 48,406,233 |