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# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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## SCHEDULE 13D

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

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### Contango Oil & Gas Company

(Name of Issuer)

Common Stock, Par Value of \$0.04 Per Share  
(Title of Class of Securities)

21075N204  
(CUSIP Number)

Brandi Kendall  
Chief Financial Officer  
Independence Energy LLC  
600 Travis Street, Suite 7200  
Houston, TX 77002  
(713) 481-7782

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

June 7, 2021  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

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

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

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "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).

(Continued on following pages)

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1	NAME OF REPORTING PERSON Independence Energy LLC	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 0 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 48,406,233 shares (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) 24.1% (1)(2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Beneficial ownership of shares of Common Stock of the Issuer is being reported herein solely because the Reporting Person may be deemed to have beneficial ownership of such shares as a result of the Voting Agreement described herein. Pursuant to Rule 13d-4 under the Act, neither the filing of this Schedule 13D nor any of its content shall be deemed to constitute an admission by the Reporting Person that it is the beneficial owner of such shares for purposes of Section 13(d) of the Act or for any other purpose.
- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON Independence Energy MM LLC	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 0 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 48,406,233 shares (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON Independence Energy Aggregator L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 0 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 48,406,233 shares (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) 24.1% (1)(2)	
14	TYPE OF REPORTING PERSON PN	

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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON Independence Energy Aggregator GP LLC	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 0 shares
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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)(2)	
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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON KKR Upstream Associates LLC	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 0 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 48,406,233 shares (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) 24.1% (1)(2)	
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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON KKR Group Assets Holdings III L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 0 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 48,406,233 shares (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) 24.1% (1)(2)	
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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON KKR Financial Holdings LLC	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 0 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 48,406,233 shares (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) 24.1% (1)(2)	
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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.



1	NAME OF REPORTING PERSON KKR Group Assets III GP LLC	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
	9	SOLE DISPOSITIVE POWER 0 shares
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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON KKR Group Partnership L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
	9	SOLE DISPOSITIVE POWER 0 shares
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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON KKR Group Holdings Corp.	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 0 shares
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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON KKR & Co. Inc.	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON KKR Management LLP	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON Henry R. Kravis	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 48,406,233 shares (1)
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14	TYPE OF REPORTING PERSON IN	

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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

1	NAME OF REPORTING PERSON George R. Roberts	
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 OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
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14	TYPE OF REPORTING PERSON IN	

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- (2) Based on 201,071,407 shares of Common Stock of the Issuer outstanding as of June 4, 2021.

## Item 1. Security and Issuer.

The class of equity securities to which this statement relates is the common stock, par value \$0.04 per share ("Common Stock") of Contango Oil & Gas Company, a Delaware corporation (the "Issuer"). The principal executive office of the Issuer is located at 111 E. 5th Street, Suite 300, Fort Worth, Texas.

## Item 2. Identity and Background.

(a), (f) This Schedule 13D is being filed pursuant to Rule 13d-1(a) under the Act, by:

- (i) Independence Energy LLC, a Delaware limited liability company ("Independence");
- (ii) Independence Energy MM LLC, a Delaware limited liability company;
- (iii) Independence Energy Aggregator L.P., a Delaware limited partnership;
- (iv) Independence Energy Aggregatory GP LLC, a Delaware limited liability company;
- (v) KKR Upstream Associates LLC, a Delaware limited liability company;
- (vi) KKR Group Assets Holdings III L.P., a Delaware partnership;
- (vii) KKR Financial Holdings LLC, Delaware limited liability company;
- (viii) KKR Group Assets III GP LLC, a Delaware limited liability company;
- (ix) KKR Group Partnership L.P., a Cayman Islands exempted limited partnership;
- (x) KKR Group Holdings Corp., a Delaware corporation;
- (xi) KKR & Co. Inc., a Delaware corporation;
- (xii) KKR Management LLP, a Delaware limited liability partnership;
- (xiii) Henry R. Kravis, a United States citizen; and
- (xiv) George R. Roberts, a United states citizen (the persons and entities listed in items (i) through (xiv) are collectively referred to herein as the "Reporting Persons").

Independence is the direct beneficial owner of the Common Stock subject to the Voting Agreement (as defined below). Independence Energy MM LLC is the managing member of Independence. Independence Energy Aggregator L.P. is the sole member of Independence Energy MM LLC. Independence Energy Aggregator GP LLC is the general partner of Independence Energy Aggregator L.P. KKR Upstream Associates LLC is the sole member of Independence Energy Aggregator GP LLC. KKR Group Assets Holdings III L.P. and KKR Financial Holdings



LLC are the controlling members of KKR Upstream Associates LLC. KKR Group Assets III GP LLC is the general partner of KKR Group Assets Holdings III L.P. KKR Group Partnership L.P. is the sole member of each of KKR Group Assets III GP LLC and KKR Financial Holdings LLC. KKR Group Holdings Corp. is the general partner of KKR Group Partnership L.P. KKR & Co. Inc. is the sole shareholder of KKR Group Holdings Corp. KKR Management LLP is the Series I preferred stockholder of KKR & Co. Inc. Henry R. Kravis and George R. Roberts are the founding partners of KKR Management LLP.

Each of Messrs. Joseph Bae, Scott Nuttall, Robert Lewin and David Sorkin is a director of KKR Group Holdings Corp. The executive officers of KKR Group Holdings Corp. and KKR & Co. Inc. are Messrs. Kravis, Roberts, Bae, Nuttall, Lewin and Sorkin. The directors of KKR & Co. Inc. are listed on Annex A attached hereto, which is incorporated herein by reference.

Each of Messrs. Bae, Nuttall and Sorkin is a United States citizen. Mr. Lewin is a Canadian citizen.

The Reporting Persons have entered into a joint filing agreement, a copy of which is attached hereto as Exhibit A.

(b) The address of the business office of each of Independence, Independence Energy MM LLC, Independence Energy Aggregator L.P. and Independence Energy Aggregator GP LLC is 600 Travis Street, Suite 7200, Houston, Texas 77002. The address of the business office of each of the other Reporting Persons, except for Mr. Roberts, and Messrs. Nuttall, Bae, Lewin and Sorkin and the other individuals named in this Item 2 is:

c/o Kohlberg Kravis Roberts & Co. L.P.  
30 Hudson Yards  
New York, New York 10001

The address of the principal business office of Mr. Roberts is:

c/o Kohlberg Kravis Roberts & Co. L.P.  
2800 Sand Hill Road, Suite 200  
Menlo Park, CA 94025

(c) Each of KKR Group Partnership L.P., KKR Group Holdings Corp., KKR & Co. Inc. and KKR Management LLP is principally engaged as a holding company. Independence is principally engaged in the business of oil and natural gas exploration and production. Independence Energy MM LLC, Independence Energy Aggregator L.P., Independence Energy Aggregator GP LLC, KKR Upstream Associates LLC, KKR Group Assets Holdings III L.P., KKR Financial Holdings LLC and KKR Group Assets III GP LLC are each principally engaged in the business of being a general partner or sole or managing member, as described above and managing investments through other partnerships and limited liability companies.

The present principal occupation or employment of each of Messrs. Kravis, Roberts, Bae, Nuttall, Lewin and Sorkin is as an executive of Kohlberg Kravis Roberts & Co. L.P. ("KKR") and/or one or more of its affiliates. The present principal occupation of each of the other individuals named in Item 2 is listed on Annex A.

(d) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of the other individuals named in this Item 2, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of the other individuals named in this Item 2, has been 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 judgement, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration.**

The shares of Common Stock to which this Schedule 13D relates have not been purchased by the Reporting Persons, and no funds were expended in consideration for the execution of either the Transaction Agreement or the Voting Agreement.

**Item 4. Purpose of Transaction.**

On June 7, 2021, the Issuer entered into a transaction agreement (the "Transaction Agreement") by and among the Issuer, Independence, IE PubCo Inc., a Delaware corporation ("New PubCo"), IE OpCo LLC, a Delaware limited liability company ("OpCo"), IE C Merger Sub Inc., a Delaware corporation, and IE L Merger Sub LLC, a Delaware limited liability company. Pursuant to the Transaction Agreement, the Issuer and Independence will combine their operations in an all-stock merger, as described in more detail therein. The Common Stock would be exchanged for Class A Common Stock, \$0.0001 par value per share, of New Pubco and the Common Stock would be delisted from the NYSE American stock exchange and the Issuer will become a wholly owned subsidiary of OpCo. 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.

In connection with the Transaction Agreement, Independence, John C. Goff and certain other stockholders affiliated with, or controlled by, John C. Goff entered into a voting agreement (the "Voting Agreement") pursuant to which, among other things, John C. Goff and such stockholders agreed, among other things and subject to certain limitations and exceptions, to vote all shares of Common Stock beneficially owned by each such stockholder in favor of the adoption of the Transaction Agreement and any other matters necessary for consummation of the transactions contemplated thereby and granted to Independence an irrevocable proxy to vote all such shares of Common Stock in accordance with the foregoing.

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 summaries of the Transaction Agreement and the Voting Agreement do not purport to be complete descriptions of the terms and conditions of such agreement, and such descriptions are qualified in their entirety by reference to the full text of the Transaction Agreement and the Voting Agreement, copies of which are filed hereto as Exhibit C and Exhibit D, respectively, and are incorporated herein by reference. The foregoing summaries of the Transaction Agreement and the Voting Agreement have been included to provide investors and security holders with information regarding the terms of the Transaction Agreement and the Voting Agreement are not intended to provide any other factual information about the Issuer, the Reporting Persons or their respective subsidiaries and affiliates. The Transaction Agreement and the Voting Agreement contain representations and warranties by each of the parties to each of the Transaction Agreement and the Voting Agreement, which were made only for purposes of the Transaction Agreement and Voting Agreement, respectively and as of dates specified therein. The representations, warranties and covenants in the Transaction Agreement and the Voting Agreement were made solely for the benefit of the parties to the Transaction Agreement and the Voting Agreement; may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk among the parties to the Transaction Agreement and the Voting Agreement instead of establishing these matters as facts; and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the Issuer, the Reporting Persons or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Transaction Agreement or the Voting Agreement, which subsequent information may or may not be fully reflected in the Issuer's or the Reporting Persons' public disclosures.

**Item 5. Interest in Securities of the Issuer.**

(a) and (b). The response of the Reporting Persons to rows 7 through 13 on the cover page of this Schedule 13D are incorporated by reference herein.

As of the date hereof, the Reporting Persons do not own any shares of Common Stock. However, as a result of the Voting Agreement, the Reporting Persons may be deemed to have shared voting power with respect to up to an aggregate of 48,406,233 shares of Common Stock, and thus, for the purpose of Rule 13d-3 under the Act, the Reporting Person may be deemed to be the beneficial owner of an aggregate of 48,406,233 shares of Common Stock. The aggregate number of shares of Common Stock covered by the Voting Agreement represents approximately 24.1% of the outstanding Common Stock, based on 201,071,407 aggregate shares of Common Stock issued and outstanding as of June 4, 2021, as disclosed in the Transaction Agreement, a copy of which is filed hereto as Exhibit C and incorporated by reference herein.

Each of Independence Energy MM LLC (as the managing member of Independence), Independence Energy Aggregator L.P. (as the sole member of Independence Energy MM LLC), Independence Energy Aggregator GP LLC (as the general partner of Independence Energy Aggregator L.P.), KKR Upstream Associates LLC (as the sole member of Independence Energy Aggregator GP LLC), KKR Group Assets Holdings III L.P. and KKR Financial Holdings LLC (as the controlling members of KKR Upstream Associates LLC), KKR Group Assets III GP LLC (as the general partner of KKR Group Assets Holdings III L.P.), KKR Group Partnership L.P. (as the sole member of each of KKR Group Assets III GP LLC and KKR Financial Holdings LLC), KKR Group Holdings Corp. (as the general partner of KKR Group Partnership L.P.), KKR & Co. Inc. (as the sole shareholder of KKR Group Holdings Corp.), KKR Management LLP (as the Series I preferred stockholder of KKR & Co. Inc.) and Messrs. Kravis and Roberts (as the founding partners of KKR Management LLP) may be deemed to be the beneficial owner of the securities beneficially owned by Independence, if any, but each disclaims beneficial ownership of such Common Stock.

To the best knowledge of the Reporting Persons, none of the individuals named in Item 2 beneficially owns any shares of Common Stock except as described herein. The filing of this statement on Schedule 13D shall not be construed as an admission that the Reporting Persons are, for the purposes of Section 13(d) or 13(g) of the Exchange Act or any other purpose, the beneficial owner of any shares of Common Stock. Pursuant to Rule 13d-4, the Reporting Persons disclaim all such beneficial ownership.

(c). Except as otherwise described in Item 4 of this Schedule 13D, none of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the other individuals named in Item 2, has effected any transaction in shares of Common Stock during the past 60 days.

(d). The Reporting Persons have no right to receive dividends from, or the proceeds from the sale of, any shares of Common Stock subject to the Voting Agreement. The Reporting Persons will have no pecuniary interest in any shares of Common Stock unless and until the transactions contemplated by the Transaction Agreement are consummated.

(e). Not applicable.

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

The information set forth or incorporated by reference in Item 4 is incorporated by reference in this Item 6.

**Item 7. Material to be Filed as Exhibits.**

Exhibit Number	Description
A	Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Exchange Act.
B	Powers of Attorney.
C	Transaction Agreement dated as of June 7, 2021, by and among Contango Oil & Gas Company, Independence Energy LLC, a Delaware limited liability company, IE PubCo Inc., a Delaware corporation, IE OpCo LLC, a Delaware limited liability company, IE C Merger Sub Inc., a Texas corporation and IE L Merger Sub LLC, a Delaware limited liability company (incorporated by reference to Exhibit 2.1 of the Issuer's Current Report on Form 8-K filed June 8, 2021, file no. 001-16317).
D	Voting Agreement, dated as of June 7, 2021, by and among Independence Energy LLC, Goff, Goff MCF, Family Investments, Goff Family Trust, Holdings, Kulik, Goff MCEP, MCEP II, Goff Energy and Goff Foundation.

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

**Date:** June 17, 2021

**INDEPENDENCE ENERGY LLC**

By: Independence Energy MMC LLC, its managing member

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for David Rockecharlie, Chief Executive Officer

**INDEPENDENCE ENERGY MM LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for David Rockecharlie, Chief Executive Officer

**INDEPENDENCE ENERGY AGGREGATOR L.P.**

By: Independence Energy Aggregator GP LLC, its general partner

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Jason Carss, Assistant Secretary

**INDEPENDENCE ENERGY AGGREGATOR GP LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Jason Carss, Assistant Secretary

**KKR UPSTREAM ASSOCIATES LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for David Rockecharlie, Vice President

**KKR GROUP ASSETS HOLDINGS III L.P.**

By: KKR Group Assets III GP LLC, its general partner

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

**KKR FINANCIAL HOLDINGS LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief Executive Officer

**KKR GROUP ASSETS III GP LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

**KKR GROUP PARTNERSHIP L.P.**

By: KKR Group Holdings Corp. its general partner

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

**KKR GROUP HOLDINGS CORP.**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

**KKR & CO. INC.**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

**KKR MANAGEMENT LLP**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief Financial Officer

**HENRY R. KRAVIS**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact

**GEORGE R. ROBERTS**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact

Annex A

Directors of KKR & Co. Inc.

The following sets forth the name and principal occupation of each of the directors of KKR & Co. Inc. Each of such persons is a citizen of the United States other than Xavier Niel, who is a citizen of France, and Arturo Gutiérrez, who is a citizen of Mexico.

<u>Name</u>	<u>Principal Occupation</u>
Henry R. Kravis	Co-Chief Executive Officer, Co-Chairman of KKR & Co. Inc.
George R. Roberts	Co-Chief Executive Officer, Co-Chairman of KKR & Co. Inc.
Joseph Y. Bae	Co-President, Co-Chief Operating Officer of KKR & Co. Inc.
Scott C. Nuttall	Co-President, Co-Chief Operating Officer of KKR & Co. Inc.
Adriane Brown	Managing Partner of Flying Fish Partners
Mary N. Dillon	Chief Executive Officer of Ulta Beauty, Inc.
Joseph A. Grundfest	William A. Franke Professor of Law and Business of Stanford Law School
Arturo Gutiérrez	Chief Executive Officer of Arca Continental, S.A.B. de C.V.
John B. Hess	Chief Executive Officer of Hess Corporation
Dane Holmes	Chief Executive Officer and Co-Founder of Eskalera Inc.
Xavier Niel	Founder, Deputy Chairman of the Board and Chief Strategy Officer of Iliad SA
Patricia F. Russo	Retired, Former Chief Executive Officer of Alcatel-Lucent
Thomas M. Schoewe	Retired, Former Executive Vice President and Chief Financial Officer of Wal-Mart Stores, Inc.
Robert W. Scully	Retired, Former Member, Office of the Chairman of Morgan Stanley



**AGREEMENT OF JOINT FILING  
PURSUANT TO RULE 13d-1(k)**

This will confirm the agreement by and among the undersigned that the Schedule 13D filed with the Securities and Exchange Commission on or about the date hereof with respect to the beneficial ownership by the undersigned of the common stock of Contango Oil & Gas Company, is being filed, and all amendments thereto will be filed, on behalf of each of the persons and entities named below that is named as a reporting person in such filing in accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Date:** June 17, 2021

**INDEPENDENCE ENERGY LLC**

By: Independence Energy MM LLC, its managing member

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for David Rockecharlie, Chief  
Executive Officer

**INDEPENDENCE ENERGY MM LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for David Rockecharlie, Chief  
Executive Officer

**INDEPENDENCE ENERGY AGGREGATOR L.P.**

By: Independence Energy Aggregator GP LLC, its general partner

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Jason Carss, Assistant Secretary

**INDEPENDENCE ENERGY AGGREGATOR GP LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Jason Carss, Assistant Secretary

**KKR UPSTREAM ASSOCIATES LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for David Rockecharlie, Vice  
President

**KKR GROUP ASSETS HOLDINGS III L.P.**

By: KKR Group Assets III GP LLC, its general partner

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief  
Financial Officer

**KKR FINANCIAL HOLDINGS LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief  
Executive Officer

**KKR GROUP ASSETS III GP LLC**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief  
Financial Officer

**KKR GROUP PARTNERSHIP L.P.**

By: KKR Group Holdings Corp. its general partner

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief  
Financial Officer

**KKR GROUP HOLDINGS CORP.**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief  
Financial Officer

**KKR & CO. INC.**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief  
Financial Officer

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**KKR MANAGEMENT LLP**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact for Robert H. Lewin, Chief  
Financial Officer

**HENRY R. KRAVIS**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact

**GEORGE R. ROBERTS**

By: /s/ Terence P. Gallagher  
Name: Terence P. Gallagher  
Title: Attorney-in-fact

**POWER OF ATTORNEY**

Know all men by these presents that Henry R. Kravis does hereby make, constitute and appoint William J. Janetschek, David J. Sorkin, Terence P. Gallagher, and Christopher B. Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ Henry R. Kravis

Name: Henry R. Kravis

Date: May 28, 2014

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**POWER OF ATTORNEY**

Know all men by these presents that George R. Roberts does hereby make, constitute and appoint William J. Janetschek, David J. Sorkin, Terence P. Gallagher, and Christopher B. Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ George R. Roberts

Name: George R. Roberts

Date: May 28, 2014

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**POWER OF ATTORNEY**

Know all men by these presents that Robert H. Lewin does hereby make, constitute and appoint David J. Sorkin, Terence P. Gallagher, and Christopher Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ Robert H. Lewin

Name: Robert H. Lewin

Date: January 14, 2020

**POWER OF ATTORNEY**

Know all men by these presents that Jason Carss does hereby make, constitute and appoint David J. Sorkin, Terence P. Gallagher, and Christopher Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ Jason Carss

Name: Jason Carss

Date: June 17, 2021

**POWER OF ATTORNEY**

Know all men by these presents that David Rockecharlie does hereby make, constitute and appoint David J. Sorkin, Terence P. Gallagher, and Christopher Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ David Rockecharlie

Name: David Rockecharlie

Date: June 17, 2021



## 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

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**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

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**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**

<b><u>Stockholder</u></b>	<b><u>Original Shares Owned</u></b>
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