

MID-CON ENERGY PARTNERS, LP

Filed by
GOFF JOHN C

FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 02/05/18

Address	2431 E. 61ST STREET SUITE 850 TULSA, OK, 74136
Telephone	918-743-7575
CIK	0001527709
Symbol	MCEP
Fiscal Year	12/31

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

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

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

Mid-Con Energy Partners, L.P.
(Name of Issuer)

Common Stock, 0.0001 par value
(Title of Class of Securities)

59560V109
(CUSIP Number)

Jennifer Terrell
Chief Financial Officer
GOFF FOCUSED STRATEGIES LLC
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)

January 23, 2018
(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 (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).

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 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 UNITS BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,930,232 (1)
	8	SHARED VOTING POWER 1,860,465 (1)
	9	SOLE DISPOSITIVE POWER 2,930,232 (1)
	10	SHARED DISPOSITIVE POWER 1,860,465 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,790,697 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN UNITS <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.7% (2)	
14	TYPE OF REPORTING PERSON IN	

- (1) Issuable upon the conversion of the Series A Convertible Preferred Units (“*Class A Preferred Units*”) of Mid-Con Energy Partners, L.P., a Delaware limited partnership (the “*Issuer*”), which were acquired on August 11, 2016, through a private transaction between the Issuer and Goff REN, Goff MCEP Holdings and Goff Foundation. In addition to the reported securities, on January 31, 2018 the Reporting Person acquired indirect beneficial ownership of 9,281,046 Class B Preferred Units (as defined below) that are expected to be convertible into Common Units on a one for one basis beginning on July 31, 2018. (See Item 4 below.)
- (2) Based on 30,091,463 outstanding Common Units of the Issuer as reported in the Issuer’s Quarterly Report on Form 10-Q filed with the Securities & Exchange Commission on November 14, 2017, and assuming the conversion of all Class A Preferred Units owned by the Reporting Person.

1	NAME OF REPORTING PERSONS Goff REN Holdings, LLC 47-4391712	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input 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 UNITS BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,860,465 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 1,860,465 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,860,465 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN UNITS <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.8% (2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Issuable upon the conversion of Class A Preferred Units of the Issuer, which were acquired on August 11, 2016, through a private transaction between Goff REN and the Issuer. In addition to the reported securities, on January 31, 2018 the Reporting Person acquired direct beneficial ownership of 784,314 Class B Preferred Units that are expected to be convertible into Common Units on a one for one basis beginning on July 31, 2018. (See Item 4 below.)
- (2) Based on 30,091,463 outstanding Common Units of the Issuer as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities & Exchange Commission on November 14, 2017, and assuming the conversion of all Class A Preferred Units owned by the Reporting Person.

1	NAME OF REPORTING PERSONS	
	Goff MCEP Holdings, LLC 81-3396189	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input 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 UNITS BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,697,674 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 2,697,674 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,697,674 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN UNITS <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.2% (2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Issuable upon the conversion of Class A Preferred Units of the Issuer, which were acquired on August 11, 2016, through a private transaction between Goff MCEP Holdings and the Issuer.
- (2) Based on 30,091,463 outstanding Common Units of the Issuer as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities & Exchange Commission on November 14, 2017, and assuming the conversion of all Class A Preferred Units owned by the Reporting Person.

1	NAME OF REPORTING PERSONS The Goff Family Foundation 26-0562600	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input 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 UNITS BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 232,558 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 232,558 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 232,558 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN UNITS <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.8% (2)	
14	TYPE OF REPORTING PERSON CO	

- (1) Issuable upon the conversion of Class A Preferred Units of the Issuer, purchased on August 11, 2016, through a private transaction between Goff Foundation and the Issuer.
- (2) Based on 30,091,463 outstanding Common Units of the Issuer as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities & Exchange Commission on November 14, 2017, and assuming the conversion of all Class A Preferred Units owned by the Reporting Person.

1	NAME OF REPORTING PERSONS Goff Capital, Inc. 75-2662553	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input 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 Texas	
NUMBER OF UNITS BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,697,674 (1)
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 2,697,674 (1)
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,697,674 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN UNITS <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.2% (2)	
14	TYPE OF REPORTING PERSON CO	

- (1) Issuable upon the conversion of Class A Preferred Units of the Issuer, purchased on August 11, 2016, through a private transaction between the Issuer and Goff MCEP Holdings, of which Goff Capital, Inc. is the Manager.
- (2) Based on 30,091,463 outstanding Common Units of the Issuer as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities & Exchange Commission on November 14, 2017, and assuming the conversion of all Class A Preferred Units owned by the Reporting Person.

1	NAME OF REPORTING PERSONS GFS REN GP, LLC 82-1855370	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input 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 Texas	
NUMBER OF UNITS BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-
	8	SHARED VOTING POWER 1,860,465 (1)
	9	SOLE DISPOSITIVE POWER -0-
	10	SHARED DISPOSITIVE POWER 1,860,465 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,860,465 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN UNITS <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.8% (2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Issuable upon the conversion of Class A Preferred Units of the Issuer, which were acquired on August 11, 2016, through a private transaction between the Issuer and Goff REN. GFS REN GP is the manager of Goff REN. In addition to the reported securities, on January 31, 2018 the Reporting Person acquired indirect beneficial ownership of 1,568,628 Class B Preferred Units that are expected to be convertible into Common Units on a one for one basis beginning on July 31, 2018. (See Item 4 below.)
- (2) Based on 30,091,463 outstanding Common Units of the Issuer as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities & Exchange Commission on November 14, 2017, and assuming the conversion of all Class A Preferred Units owned by Reporting Person.

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 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 Texas	
NUMBER OF UNITS BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-
	8	SHARED VOTING POWER 1,860,465 (1)
	9	SOLE DISPOSITIVE POWER -0-
	10	SHARED DISPOSITIVE POWER 1,860,465 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,860,465 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN UNITS <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.8% (2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Issuable upon the conversion of Class A Preferred Units of the Issuer, which were acquired on August 11, 2016, through a private transaction between the Issuer and Goff REN. GFS Management is the managing member of GFS REN GP, the manager of Goff REN. In addition to the reported securities, on January 31, 2018 the Reporting Person acquired indirect beneficial ownership of 9,281,046 Class B Preferred Units that are expected to be convertible into Common Units on a one for one basis beginning on July 31, 2018. (See Item 4 below.)
- (2) Based on 30,091,463 outstanding Common Units of the Issuer as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities & Exchange Commission on November 14, 2017, and assuming the conversion of all Class A Preferred Units owned by Reporting Person.

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 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 Texas	
NUMBER OF UNITS BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-
	8	SHARED VOTING POWER 1,860,465 (1)
	9	SOLE DISPOSITIVE POWER -0-
	10	SHARED DISPOSITIVE POWER 1,860,465 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,860,465 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN UNITS <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.8% (2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Issuable upon the conversion of Class A Preferred Units of the Issuer, which were acquired on August 11, 2016, through a private transaction between the Issuer and Goff REN. GFS is the managing member of GFS Management, the managing member of GFS REN GP. GFS REN GP is the manager of Goff REN. In addition to the reported securities, on January 31, 2018 the Reporting Person acquired indirect beneficial ownership of 9,281,046 Class B Preferred Units that are expected to be convertible into Common Units on a one for one basis beginning on July 31, 2018. (See Item 4 below.)
- (2) Based on 30,091,463 outstanding Common Units of the Issuer as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities & Exchange Commission on November 14, 2017, and assuming the conversion of all Class A Preferred Units owned by Reporting Person.

1	NAME OF REPORTING PERSONS Longboat Capital, LLC 81-1072121	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input 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 Texas	
NUMBER OF UNITS BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-
	8	SHARED VOTING POWER 1,860,465 (1)
	9	SOLE DISPOSITIVE POWER -0-
	10	SHARED DISPOSITIVE POWER 1,860,465 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,860,465 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN UNITS <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.8% (2)	
14	TYPE OF REPORTING PERSON OO	

- (1) Issuable upon the conversion of Class A Preferred Units of the Issuer, which were acquired on August 11, 2016, through a private transaction between the Issuer and Goff REN. Longboat Capital is the majority member of Goff REN. In addition to the reported securities, on January 31, 2018 the Reporting Person acquired indirect beneficial ownership of 1,568,628 Class B Preferred Units that are expected to be convertible into Common Units on a one for one basis beginning on July 31, 2018. (See Item 4 below.)
- (2) Based on 30,091,463 outstanding Common Units of the Issuer as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities & Exchange Commission on November 14, 2017, and assuming the conversion of all Class A Preferred Units owned by Reporting Person.

1	NAME OF REPORTING PERSONS	
	James M. Howard	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input 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	
	Texas	
NUMBER OF UNITS BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		-0-
	8	SHARED VOTING POWER
		1,860,465 (1)
	9	SOLE DISPOSITIVE POWER
		-0-
	10	SHARED DISPOSITIVE POWER
		1,860,465 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	1,860,465 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN UNITS <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	5.8% (2)	
14	TYPE OF REPORTING PERSON	
	IN	

- (1) Issuable upon the conversion of Class A Preferred Units of the Issuer, which were acquired on August 11, 2016, through a private transaction between the Issuer and Goff REN. James M. Howard is the managing member of Longboat Capital, the majority member of Goff REN. In addition to the reported securities, on January 31, 2018 the Reporting Person acquired indirect beneficial ownership of 1,568,628 Class B Preferred Units that are expected to be convertible into Common Units on a one for one basis beginning on July 31, 2018. (See Item 4 below.)
- (2) Based on 30,091,463 outstanding Common Units of the Issuer as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities & Exchange Commission on November 14, 2017, and assuming the conversion of all Class A Preferred Units owned by Reporting Person.

Item 1. Security and Issuer.

Item 1 is amended to include the following:

This Amendment No. 3 (“*Amendment No. 3*”) to the Schedule 13D (“*Schedule 13D*”) is being filed (i) to disclose the entry by certain Reporting Persons into the Purchase Agreement (as defined below) as set forth under Item 4 below and (ii) to report the closing of the transactions contemplated by the Purchase Agreement, including certain Reporting Persons’ entry into the Transaction Documents (as defined below) in connection with such closing. The Schedule 13D originally related to the Issuer’s Class A Convertible Preferred limited partner interests (“*Class A Preferred Units*”), which are convertible into the Issuer’s limited partner interests (“*Common Units*”).

Item 4. Purpose of the Transaction.

Item 4 is amended by the addition of the following:

On November 14, 2017, Goff REN and certain other entities controlled indirectly by John C. Goff, together with another unrelated entity (collectively, the “*Original Class B Purchasers*”), entered into a Class B Convertible Preferred Unit Purchase Agreement with the Issuer (the “*Original Purchase Agreement*”). Pursuant to the Original Purchase Agreement, the Original Class B Purchasers agreed that they, or their affiliates, would purchase an aggregate of up to 11,029,411 Class B Convertible Preferred Units (“*Class B Preferred Units*”) of the Issuer following the satisfaction of certain closing conditions specified therein. On December 31, 2017, the Original Purchase Agreement expired according to its terms without the closing thereunder having occurred.

On January 23, 2018, Goff REN and certain other entities controlled indirectly by John C. Goff, together with another unrelated entity (collectively, the “*Class B Purchasers*”), entered into a new Class B Convertible Preferred Unit Purchase Agreement with the Issuer (the “*Purchase Agreement*”). Pursuant to the Purchase Agreement, the Class B Purchasers agreed that they, or their affiliates, would purchase an aggregate of up to 9,803,921 Class B Preferred Units following the satisfaction of certain closing conditions specified therein. The closing of the transactions contemplated by the Purchase Agreement (the “*Closing*”) occurred on January 31, 2018.

At the Closing:

- (i) Goff REN acquired 784,314 Class B Preferred Units; Goff REN Holdings II, LLC, an entity indirectly controlled by John C. Goff, acquired 784,314 Class B Preferred Units; Goff MCEP II, LP, an entity indirectly controlled by John C. Goff, acquired 5,098,039 Class B Preferred Units; and Goff Focused Energy Strategies, LP, an entity indirectly controlled by John C. Goff, acquired 2,614,379 Class B Preferred Units;

- (ii) The Class B Purchasers entered into a standstill agreement with the Issuer pursuant to which they agreed, for a period of two years, not to “short” any securities of the Issuer; call a meeting of the limited partners of the Issuer for purposes of removing the general partner of the Issuer or the election of any successor general partner of the Issuer; solicit any proxies for or in support of removing the general partner of the Issuer or the election of any successor general partner of the Issuer; seek to advise or influence any person with respect to the voting of any limited partner interests of the Issuer to remove the general partner of the Issuer or the election of any successor general partner of the Issuer; issue, induce or assist in the publication of any press release, media report or other publication in connection with the potential or proposed removal of the general partner of the Issuer and/or the election of a successor general partner of the Issuer; or instigate or encourage any third party to do any of the foregoing;
- (iii) The Class B Purchasers entered into a registration rights agreement with the Issuer whereby the Issuer has provided the Class B Purchasers with certain registration rights with respect to the Common Units into which the Class B Preferred Units will be convertible, and
- (iv) The Class B Purchasers and GFS entered into a monitoring fee agreement with the Issuer whereby GFS will provide certain investment monitoring services with respect to the Class B Preferred Units in exchange for a fee payable by the Issuer as detailed therein.

The agreements identified in items (ii) through (iv) immediately above are referred to herein as the “*Transaction Documents*”.

The Class B Preferred Units include voting rights and are expected to be convertible into Common Units on a one for one basis beginning on July 31, 2018.

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

The text in Item 4 of this Amendment No. 3 is incorporated by reference into this Item 6.

Item 7. Material to Be Filed as Exhibits

Item 7 is amended by the addition of the following:

- Exhibit 6 Class B Convertible Preferred Unit Purchase Agreement, dated January 23, 2018, by and among the Issuer and the Purchasers named therein (incorporated by reference to Exhibit 10.1 to the Issuer’s Current Report on Form 8-K filed with the SEC on January 29, 2018).
- Exhibit 7 Registration Rights Agreement, dated January 31, 2018, by and among the Issuer and the Purchasers named therein (incorporated by reference to Exhibit 4.1 to the Issuer’s Current Report on Form 8-K filed with the SEC on January 31, 2018).
- Exhibit 8 Standstill Agreement, dated January 31, 2018, by and among the Issuer and the Purchasers named therein (filed herewith).
- Exhibit 9 Monitoring Fee Agreement, dated January 31, 2018, by among the Issuer, GFS and the Purchasers named therein (filed herewith).

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: February 5, 2018

John C. Goff

By: /s/ John C. Goff

Goff REN Holdings, LLC

By: its Manager, GFS REN 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 MCEP Holdings, LLC

By: its Manager, Goff Capital, Inc.

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

James M. Howard

By: /s/ James M. Howard

The Goff Family Foundation

By: /s/ John C. Goff
John C. Goff
Sole Board Member

Goff Capital, Inc.

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

GFS REN 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 Strategies, LLC

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

Longboat Capital, LLC

By: /s/ James M. Howard
James M. Howard, Managing Member

STANDSTILL AGREEMENT

This STANDSTILL AGREEMENT (this “Agreement”) is made and entered into as of January 31, 2018, by and among Mid-Con Energy Partners, LP, a Delaware limited partnership (the “Partnership”), and each of the Purchasers listed on the signature pages hereto (each referred to herein as a “Purchaser” and collectively, the “Purchasers”). Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Class B Convertible Preferred Unit Purchase Agreement, dated as of January 23, 2018 (the “Purchase Agreement”), by and among the Partnership and the Purchasers. The Partnership and the Purchasers are referred to collectively herein as the “Parties.”

WHEREAS, pursuant to the Purchase Agreement, the Partnership has agreed to issue and sell to the Purchasers, and the Purchasers have agreed to purchase from the Partnership, certain Class B Convertible Preferred Units;

WHEREAS, it is a condition to the Partnership’s obligation to consummate the sale of the Class B Convertible Preferred Units under the Purchase Agreement that each of the Purchasers execute and deliver this Agreement to the Partnership, contemporaneously with the Closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, concurrently with the consummation of the transactions contemplated by the Purchase Agreement, Mid-Con Energy GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the “General Partner”), will execute and deliver that certain Second Amendment to First Amended and Restated Agreement of Limited Partnership of the Partnership (the “Second Amendment”), which shall establish the terms of the Class B Convertible Preferred Units.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Standstill.

(a) During the period beginning on the Closing Date and ending on August 11, 2018, without the prior written consent of the Partnership, the Class B Preferred Holders (as defined in the Second Amendment) of Class B Convertible Preferred Units and their Affiliates will not, directly or indirectly:

(i) Enter into any transaction the effect of which would be to “short” any securities of the Partnership, *provided* that the foregoing shall not preclude transactions that do not involve a broker and are effected wholly among a Purchaser and its Affiliates;

(ii) Call (or participate in a group calling) a meeting of the limited partners of the Partnership for the purpose of removing (or approving the removal of) the General Partner as the general partner of the Partnership and/or electing a successor general partner of the Partnership;

(iii) “Solicit” any “proxies” (as such terms are used in the rules and regulations of the SEC) or votes for or in support of (A) the removal of the General Partner as the general partner of the Partnership or (B) unless the General Partner shall have resigned or ceased to be the general partner of the Partnership other than as a result of being removed, the election of any successor general partner of the Partnership, or take any action the direct effect or purpose of which is to induce limited partners of the Partnership to vote or provide proxies that may be voted in favor of any action contemplated by either of sub-clauses (A) or (B) of this Section 1(a)(iii);

(iv) Seek to advise or influence any person (within the meaning of Section 13(d)(3) of the Exchange Act) to vote any limited partner interests of the Partnership to remove (or approve the removal of) the General Partner as the general partner of the Partnership and/or the election of a successor general partner of the Partnership except where the General Partner shall have resigned or ceased to be the general partner of the Partnership other than as a result of being removed;

(v) Issue, induce or assist in the publication of any press release, media report or other publication supporting the removal of the General Partner as the general partner of the Partnership and/or the election of a successor general partner of the Partnership except where the General Partner shall have resigned or ceased to be the general partner of the Partnership other than as a result of being removed; or

(vi) Instigate or encourage any third party to do any of the foregoing.

(b) Notwithstanding anything to the contrary in this Agreement, the foregoing shall not in any way limit (i) the holders of Class B Preferred Units (“Class B Preferred Holders”) (or any of them) from discussing with the General Partner the nomination and election of a designee of such Class B Preferred Holder(s) to the Board of Directors of the General Partner (the “Board”) or any such designee’s subsequent service as a member of the Board, or (ii) the right of any Class B Preferred Holder to vote its limited partner interests in the Partnership at any meeting of limited partners of the Partnership so long as there has been no breach of Section 1(a) of this Agreement.

Section 2. Miscellaneous.

(a) *Entire Agreement*. This Agreement is intended by the Parties to be a complete and exclusive statement of the agreement and understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof.

(b) *Notices*. All notices and demands provided for in this Agreement shall be in writing and shall be given as provided in Section 8.05 of the Purchase Agreement.

(c) *Interpretation*. If any provision in this Agreement is held to be illegal, invalid, not binding or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, not binding or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect.

(d) *Governing Law; Submission to Jurisdiction* . Section 8.07 of the Purchase Agreement shall apply to this Letter Agreement *mutatis mutandis* .

(e) *Waiver of Jury Trial* . EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES, AND AGREES TO CAUSE ITS AFFILIATES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(f) *No Waiver; Modifications in Writing* . Section 8.03 of the Purchase Agreement shall apply to this Letter Agreement *mutatis mutandis* .

(g) *Execution in Counterparts* . This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement.

(h) *Binding Effect; Assignment* . This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; *provided*, that the terms and provisions of this Agreement shall not be effective or binding upon a Purchaser that has transferred all of its Class B Convertible Preferred Units to a third-party.

(i) *Specific Enforcement* . Each of the Parties acknowledges and agrees that monetary damages would not adequately compensate an injured Party for the breach of this Agreement by any Party, that this Agreement shall be specifically enforceable and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order without a requirement of posting bond. Further, each Party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, effective as of the date first above written.

PARTNERSHIP:

MID-CON ENERGY PARTNERS, LP

By: Mid-Con Energy GP, LLC,
its general partner

By: /s/ Jeffrey R. Olmstead

Name: Jeffrey R. Olmstead

Title: Chief Executive Officer

Signature Page to Standstill Agreement

PURCHASERS:

Goff Focused Energy Strategies, LP

By: GFS Energy GP, LLC
its General Partner

By: GFS Management, LLC
its Managing Member

By: Goff Focused Strategies, LLC
its Managing Member

By: /s/ John C. Goff

Name: John C. Goff

Title: Managing Member

Goff MCEP II, LP

By: GFS MCEP GP, LLC
its General Partner

By: GFS Management, LLC
its Managing Member

By: Goff Focused Strategies, LLC
its Managing Member

By: /s/ John C. Goff

Name: John C. Goff

Title: Managing Member

Signature Page to Standstill Agreement

Goff REN Holdings, LLC

By: GFS REN GP, LLC
its Manager

By: GFS Management, LLC
its Managing Member

By: Goff Focused Strategies, LLC
its Managing Member

By: /s/ John C. Goff

Name: John C. Goff

Title: Managing Member

Goff REN Holdings II, LLC

By: GFS REN GP, LLC
its Manager

By: GFS Management, LLC
its Managing Member

By: Goff Focused Strategies, LLC
its Managing Member

By: /s/ John C. Goff

Name: John C. Goff

Title: Managing Member

Signature Page to Standstill Agreement

Mid-Con Energy III, LLC

By: /s/ Chad McLawhorn

Name: Chad McLawhorn

Title: Vice President, General Counsel and Corporate
Secretary

Signature Page to Standstill Agreement

MONITORING FEE AGREEMENT

This MONITORING FEE AGREEMENT (this “Agreement”) is made and entered into as of January 31, 2018, by and among Mid-Con Energy Partners, LP, a Delaware limited partnership (the “Partnership”), and Goff Focused Strategies, LLC, a Texas limited liability company (“Goff”), and, solely for purposes of Sections 3 and 4 hereof, each of the Purchasers (as defined herein). Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Class B Convertible Preferred Unit Purchase Agreement, dated as of January 23, 2018 (the “Purchase Agreement”), by and among the Partnership and each of the Purchasers named therein (collectively, the “Purchasers”).

WHEREAS, pursuant to the Purchase Agreement, the Partnership has agreed to issue and sell to the Purchasers, and the Purchasers have agreed to purchase from the Partnership, certain Class B Convertible Preferred Units;

WHEREAS, Goff will expend efforts in connection with monitoring the Purchasers’ investment in the Class B Convertible Preferred Units, the Partnership desires to pay to Goff a quarterly monitoring fee to compensate Goff for such efforts, as described herein; and

WHEREAS, it is a condition to the respective obligations of the Partnership and each of the Purchasers to consummate the transactions contemplated by the Purchase Agreement that each of the parties execute and deliver this Agreement, contemporaneously with the Closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Quarterly Monitoring Fee. The Partnership shall pay, or shall cause to be paid, to Goff (or its designee), on or before the last Business Day of each fiscal quarter during the period beginning on the Effective Date and ending on the Termination Date (as defined below), a quarterly monitoring fee of \$30,000 (the “Monitoring Fee”) in respect of such quarter; *provided, however*, that such Monitoring Fee shall be pro-rated (i) with respect to the quarter ended March 31, 2018, for the number of days between the Closing Date and March 31, 2018 (inclusive), and (ii) with respect to the quarter in which the Termination Date occurs, for the number of days between the first day of such quarter and the Termination Date (inclusive).

Section 2. Termination Date. This Agreement shall terminate and be of no further force and effect on the first to occur of: (i) the date on which the Partnership and Goff mutually agree in writing to terminate this Agreement, (ii) the date on which Goff and its Affiliates, together with any fund(s) managed by Goff or its Affiliates, no longer own in the aggregate at least \$1.0 million Class B Convertible Preferred Units and Conversion Units, calculated based on the Per Unit Price, or (iii) August 11, 2021 (such date, the “Termination Date”); *provided, however*, that (x) the occurrence of the Termination Date will not affect the Partnership’s obligation to pay, or cause to be paid, any amounts accrued but not yet paid as of such date, and (y) the provisions of this Section 2 and Sections 3 and 4 will survive after the Termination Date.

Section 3. Duties; Disclaimers. Goff and each of the Purchasers agree that each of them shall have no duties to one another arising from, or relating to, this Agreement, the Purchase Agreement, or any of the Transaction Agreements, including, but not limited to, any fiduciary duties, any duties of care and/or loyalty, or the like. Each Purchaser agrees and acknowledges that Goff will not provide investment advice to the Purchasers as a group or any of them individually with respect to any equity security, including equity securities of the Partnership (except as may otherwise be specifically agreed to in writing subsequent to the date hereof). By previously entering into the Purchase Agreement and entering into this Agreement and the other Transaction Agreements, Goff and the Purchasers do not, and did not intend to (i) enter into any voting agreement with respect to any equity securities of the Partnership, (ii) form a partnership or joint venture, or (iii) to act together or in concert as a group or otherwise with respect to any matter relating to the Partnership, any equity securities of the Partnership, or any of the business or affairs of the Partnership. Unless explicitly agreed in writing to the contrary, no subsequent action by Goff or the other Purchasers shall be deemed to constitute any such agreement.

Section 4. Miscellaneous.

(a) *Entire Agreement*. This Agreement is intended by the parties to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

(b) *Notices*. All notices and demands provided for in this Agreement shall be in writing and shall be given as provided in Section 8.05 of the Purchase Agreement.

(c) *Interpretation*. If any provision in this Agreement is held to be illegal, invalid, not binding or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, not binding or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect.

(d) *Governing Law; Submission to Jurisdiction*. Section 8.07 of the Purchase Agreement shall apply to this Letter Agreement *mutatis mutandis*.

(e) *Waiver of Jury Trial*. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES, AND AGREES TO CAUSE ITS AFFILIATES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(f) *No Waiver; Modifications in Writing* . Section 8.03 of the Purchase Agreement shall apply to this Letter Agreement *mutatis mutandis* ; *provided* , *however* , that, except for Section 3 and this Section 4(f), this Agreement may be amended by mutual written agreement of Goff and the Partnership.

(g) *Execution in Counterparts* . This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same agreement.

(h) *Binding Effect; Assignment* . This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No Person other than the parties hereto and their respective successors and permitted assigns is intended to be a beneficiary of this Agreement.

[*signature page follows*]

IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

PARTNERSHIP:

MID-CON ENERGY PARTNERS, LP

By: Mid-Con Energy GP, LLC,
its general partner

By: /s/ Jeffrey R. Olmstead

Name: Jeffrey R. Olmstead

Title: Chief Executive Officer

Signature Page to Monitoring Fee Agreement

GOFF:

GOFF FOCUSED STRATEGIES, LLC

By: /s/ John C. Goff

Name: John C. Goff

Title: Managing Member

Signature Page to Monitoring Fee Agreement

PURCHASERS:

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By: GFS Energy GP, LLC
its General Partner

By: GFS Management, LLC
its Managing Member

By: Goff Focused Strategies, LLC
its Managing Member

By: /s/ John C. Goff

Name: John C. Goff

Title: Managing Member

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By: /s/ John C. Goff

Name: John C. Goff

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By: /s/ John C. Goff

Name: John C. Goff

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its Managing Member

By: Goff Focused Strategies, LLC
its Managing Member

By: /s/ John C. Goff

Name: John C. Goff

Title: Managing Member

Signature Page to Monitoring Fee Agreement

Mid-Con Energy III, LLC

By: /s/ Chad McLawhorn

Name: Chad McLawhorn

Title: Vice President, General Counsel and Corporate
Secretary

Signature Page to Monitoring Fee Agreement