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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**Amendment No. 1**

**to**

**FORM S-4**

**REGISTRATION STATEMENT**

**UNDER**

**THE SECURITIES ACT OF 1933**

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**COMSTOCK RESOURCES, INC.**

**Additional Registrants Listed on Schedule A Hereto (Exact name of registrant as specified in its charter)**

**Nevada**

(State or other jurisdiction of  
incorporation or organization)

**1311**

(Primary Standard Industrial  
Classification Code Number)

**94-1667468**

(I.R.S. Employer  
Identification No.)

**5300 Town and Country Blvd., Suite 500**

**Frisco, Texas 75034**

**(972) 668-8800**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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**M. Jay Allison**

**Chairman of the Board of Directors and Chief Executive Officer**

**Comstock Resources, Inc.**

**5300 Town and Country Blvd., Suite 500**

**Frisco, Texas 75034**

**(972) 668-8800**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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**Copies to:**

**Jack E. Jacobsen**

**Locke Lord LLP**

**2200 Ross Avenue, Suite 2800**

**Dallas, Texas 75201**

**(214) 740-8000**

**Doug Rayburn**

**Baker Botts L.L.P.**

**2001 Ross Avenue, Suite 600**

**Dallas, Texas 75201**

**(214) 953-6500**

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**Approximate date of commencement of proposed sale of the securities to the public:** The exchange will occur as soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer☐

Accelerated filer☒

Non-Accelerated filer☐ (Do not check if a smaller reporting company)

Smaller reporting Company☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposal Maximum Offering Price Per Security	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(1)
Senior Secured Toggle Notes due 2020	\$791,875,000(2)	100%	\$791,875,000	\$79,741.81(3)
Guarantees of Senior Secured Toggle Notes due 2020	—	—	—	(4)
Warrants to purchase shares of Common Stock	1,925,500(5)	—	—	(5)
Common Stock issuable upon exercise of the Warrants	1,050,000(6)	\$3.60(7)	\$3,780,000(7)	\$380.65(8)
Common Stock issuable upon exercise of the Warrants	875,500(9)	\$4.05(10)	\$3,545,775(10)	\$357.06
7 ¾% Convertible Secured PIK Notes due 2019	\$352,122,329(11)	100%	\$352,122,329	\$35,458.72(8)
Guarantees of 7 ¾% Convertible Secured PIK Notes due 2019	—	—	—	(3)
Common Stock issuable upon conversion of the 7 ¾% Convertible Secured PIK Notes due 2019	(12)	(12)	(12)	(12)
9 ½% Convertible Secured PIK Notes due 2020	\$249,511,142(13)	100%	\$249,511,142	\$25,125.77(8)
Guarantees of 9 ½% Convertible Secured PIK Notes due 2020	—	—	—	(3)
Common Stock issuable upon conversion of the 9 ½% Convertible Secured PIK Notes due 2020	(12)	(12)	(12)	(12)

- (1) The registration fee has been calculated pursuant to Rule 457 under the Securities Act of 1933, as amended.
- (2) Represents the maximum principal amount at maturity of Senior Secured Toggle Notes due 2020 that may be issued pursuant to the exchange offer described in the Registration Statement filed on August 1, 2016, as amended and supplemented (the “Registration Statement”), including the amount of such notes, and guarantees thereon, that may be issued upon an election by Comstock Resources, Inc. to make payments of interest in kind by increasing the principal amount of such notes or issuing additional notes.
- (3) The total registration fee for the Senior Secured Toggle Notes due 2020 includes \$78,042.50 that was previously paid for the registration of \$775,000,000 of proposed maximum aggregate offering price in the filing of the Registration Statement on August 1, 2016 and \$1,699.31 for the registration of an additional \$16,875,000 of proposed aggregate offering price registered hereunder.
- (4) Pursuant to Rule 457(n), no additional registration fee is payable with respect to the guarantees.
- (5) Represents the maximum number of Warrants to purchase common stock that may be issued pursuant to the exchange offer described in this Registration Statement. Pursuant to Rule 457(g), no separate registration fee is required for the Warrants. The Company previously included 1,050,000 Warrants on the Registration Statement filed on August 1, 2016, and registers an additional 875,500 Warrants hereunder.
- (6) The maximum number of shares of common stock that may be issued upon exercise of the 1,050,000 Warrants previously included on the Registration Statement filed on August 1, 2016. Pursuant to Rule 416 under the Securities Act, such number of shares of common stock registered hereby shall include an indeterminate number of shares of common stock that may be issued in connection with the anti-dilution provisions or stock splits, stock dividends, recapitalizations or similar events.
- (7) Estimated pursuant to Rule 457(c) solely for the purpose of calculating the registration fee. This amount is adjusted to reflect the one-for-five (1:5) reverse stock split of the common stock which became effective on July 29, 2016.
- (8) Previously paid on August 1, 2016.
- (9) The maximum number of shares of common stock that may be issued upon exercise of the additional 875,500 Warrants registered hereunder. Pursuant to Rule 416 under the Securities Act, such number of shares of common stock registered hereby shall include an indeterminate number of shares of common stock that may be issued in connection with the anti-dilution provisions or stock splits, stock dividends, recapitalizations or similar events.
- (10) Estimated pursuant to Rule 457(c) solely for the purpose of calculating the registration fee.
- (11) Represents the maximum principal amount at maturity of 7 ¾% Convertible Secured PIK Notes due 2019 that may be issued pursuant to the exchange offer described in the Registration Statement, including the registrants’ reasonable good faith estimate of the amount of such notes, and guarantees thereon, that may be issued upon the payment of interest in kind thereon by increasing the principal amount of such notes or issuing additional notes.
- (12) The shares of common stock that are being registered include such indeterminate number of shares of common stock, if any, that may be issued upon conversion of the 7 ¾% Convertible Secured PIK Notes due 2019 and the 9 ½% Convertible Secured PIK Notes due 2020 registered hereunder, which shares are not subject to an additional fee pursuant to Rule 457(i) of the Securities Act. Pursuant to Rule 416 under the Securities Act, such number of shares of common stock registered hereby shall include an indeterminate number of shares of common stock that may be issued in connection with the anti-dilution provisions or stock splits, stock dividends, recapitalizations or similar events.
- (13) Represents the maximum principal amount at maturity of 9 ½% Convertible Secured PIK Notes due 2020 that may be issued pursuant to the exchange offer described in the Registration Statement, including the registrants’ reasonable good faith estimate of such notes, and guarantees thereon, that may be issued upon the payment of interest in kind thereon by increasing the principal amount of such notes or issuing additional notes.

The registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Schedule A

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Comstock Oil & Gas, LP	NV	5300 Town and Country Blvd., Suite 500 Frisco, Texas 75034	1311	75-2272352
Comstock Oil & Gas-Louisiana, LLC	NV	5300 Town and Country Blvd., Suite 500 Frisco, Texas 75034	1311	26-0012430
Comstock Oil & Gas GP, LLC	NV	5300 Town and Country Blvd., Suite 500 Frisco, Texas 75034	1311	(not applicable)
Comstock Oil & Gas Investments, LLC	NV	5300 Town and Country Blvd., Suite 500 Frisco, Texas 75034	1311	90-0155903
Comstock Oil & Gas Holdings, Inc.	NV	5300 Town and Country Blvd., Suite 500 Frisco, Texas 75034	1311	75-2968982

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### **Explanatory Note**

This Amendment No. 1 to the Registration Statement on Form S-4 (File No. 333-212795) of Comstock Resources, Inc. (the “Company”) is being filed solely to (i) update the Calculation of Registration Fee Table on the cover page of the Registration Statement, (ii) amend Item 21 of Part II and the Index to Exhibits and (iii) file updated Exhibits 5.1, 5.2, 25.1, 25.2, and 25.3.

This Amendment No. 1 does not modify any provision of the preliminary prospectus constituting Part I or Items 20 or 22 of Part II of the Registration Statement. Accordingly, this Amendment No. 1 does not include a copy of the preliminary prospectus. Concurrently with the filing of this Amendment No. 1, the Company is filing a Prospectus Supplement, which amends certain terms of the preliminary prospectus.

**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 20. Indemnification of Directors and Officers.**

Section 78.7502 of the Nevada Revised Statutes permits a corporation to indemnify any person who was, is or is threatened to be made a party in a completed, pending or threatened proceeding, whether civil, criminal, administrative or investigative (except an action by or in the right of the corporation), by reason of being or having been an officer, director, employee or agent of the corporation or serving in certain capacities at the request of the corporation. Indemnification may include attorneys' fees, judgments, fines and amounts paid in settlement. The person to be indemnified must have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action, such person must have had no reasonable cause to believe his conduct was unlawful.

With respect to actions by or in the right of the corporation, indemnification may not be made for any claim, issue or matter as to which such a person has been finally adjudged by a court of competent jurisdiction to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action was brought or other court of competent jurisdiction determines upon application that in view of all circumstances the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Unless indemnification is ordered by a court, the determination to pay indemnification must be made by the stockholders, by a majority vote of a quorum of the Board of Directors who were not parties to the action, suit or proceeding, or in certain circumstances by independent legal counsel in a written opinion. Section 78.751 of the Nevada Revised Statutes permits the articles of incorporation or bylaws to provide for payment to an indemnified person of the expenses of defending an action as incurred upon receipt of an undertaking to repay the amount if it is ultimately determined by a court of competent jurisdiction that the person is not entitled to indemnification.

Section 78.7502 also provides that to the extent a director, officer, employee or agent has been successful on the merits or otherwise in the defense of any such action, he must be indemnified by the corporation against expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense.

Article VI, "Indemnification of Directors, Officers, Employees and Agents," of the Company's Amended and Restated Bylaws provides as follows with respect to indemnification of the Company's directors, officers, employees and agents:

Section 1. To the fullest extent allowed by Nevada law, any director of the Company shall not be liable to the Company or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except that this Article VI does not eliminate or limit the liability of a director for:

- (a) an act or omission which involves intentional misconduct, fraud or a knowing violation of law; or
- (b) the payment of dividends in violation of N.R.S. 78.300.

Section 2. The Company shall indemnify each director, officer, employee and agent, now or hereafter serving the Company, each former director, officer, employee and agent, and each person who may now or hereafter serve or who may have heretofore served at the Company's request as a director, officer, employee or agent of another corporation or other business enterprise, and the respective heirs, executors, administrators and personal representatives of each of them against all expenses actually and reasonably incurred by, or imposed upon, him in connection with the defense of any claim, action, suit

or proceeding, civil or criminal, against him by reason of his being or having been such director, officer, employee or agent, except in relation to such matters as to which he shall be adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. For purposes hereof, the term “expenses” shall include but not be limited to all expenses, costs, attorneys’ fees, judgments (including adjudications other than on the merits), fines, penalties, arbitration awards, costs of arbitration and sums paid out and liabilities actually and reasonably incurred or imposed in connection with any suit, claim, action or proceeding, and any settlement or compromise thereof approved by the Board of Directors as being in the best interests of the Company. However, in any case in which there is no disinterested majority of the Board of Directors available, the indemnification shall be made: (1) only if the Company shall be advised in writing by counsel that in the opinion of counsel (a) such officer, director, employee or agent was not adjudged or found liable for gross negligence or willful misconduct in the performance of duty as such director, officer, employee or agent or the indemnification provided is only in connection with such matters as to which the person to be indemnified was not so liable, and in the case of settlement or compromise, the same is in the best interests of the Company; and (b) indemnification under the circumstances is lawful and falls within the provisions of these Bylaws; and (2) only in such amount as counsel shall advise the Company in writing is, in his opinion, proper. In making or refusing to make any payment under this or any other provision of these Bylaws, the Company, its directors, officers, employees and agents shall be fully protected if they rely upon the written opinion of counsel selected by, or in the manner designated by, the Board of Directors.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors upon receipt of an undertaking by or on behalf of the director, officer, employee, representative or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Company as authorized in these Bylaws.

Section 4. The Company may indemnify each person, though he is not or was not a director, officer, employee or agent of the Company, who served at the request of the Company on a committee created by the Board of Directors to consider and report to it in respect of any matter. Any such indemnification may be made under the provisions hereof and shall be subject to the limitations hereof, except that (as indicated) any such committee member need not be nor have been a director, officer, employee or agent of the Company.

Section 5. The provisions hereof shall be applicable to actions, suits or proceedings (including appeals) commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

Section 6. The indemnification provisions herein provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, or by law or statute, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, and persons described in Section 4 of this Article above, against any liability asserted against him and incurred by him in any such capacity or arising out of his status, as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of these Bylaws.

## Item 21. Exhibits and Financial Statement Schedules.

A list of exhibits filed with this registration statement on Form S-4 is set forth on the Exhibit Index and is incorporated herein by reference.

## Item 22. Undertakings.

The undersigned registrants hereby undertake:

- (i) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (1) to include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (2) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
  - (3) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
- (ii) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (iii) To remove from the registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (iv) That, for purposes of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.
- (v) That, for the purpose of determining liability of the registrants under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrants undertake that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such

purchaser by means of any of the following communications, the undersigned registrants will each be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (1) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;
- (2) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrants;
- (3) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrants; and
- (4) any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(vi) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrants pursuant to the provisions described in Item 20, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(vii) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), or 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the date of the registration statement through the date of responding to the request.

(viii) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 1 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Frisco, State of Texas, on August 15, 2016.

COMSTOCK RESOURCES, INC.

By: \*

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M. Jay Allison  
Chief Executive Officer  
(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* M. Jay Allison	Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer)	August 15, 2016
/s/ ROLAND O. BURNS Roland O. Burns	President, Chief Financial Officer, Secretary and Director (Principal Financial and Accounting Officer)	August 15, 2016
* Elizabeth B. Davis	Director	August 15, 2016
* David K. Lockett	Director	August 15, 2016
* Cecil E. Martin, Jr.	Director	August 15, 2016
* Frederic D. Sewell	Director	August 15, 2016
* David W. Sledge	Director	August 15, 2016
* Jim L. Turner	Director	August 15, 2016

\*By: /s/ ROLAND O. BURNS  
Roland O. Burns  
Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 1 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Frisco, State of Texas, on August 15, 2016.

COMSTOCK OIL & GAS, LP

By: Comstock Oil and Gas GP, LLC,  
general partner

By: \*  
M. Jay Allison  
Manager (Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* M. Jay Allison	Manager of General Partner (Principal Executive Officer)	August 15, 2016
/s/ ROLAND O. BURNS Roland O. Burns	Manager of General Partner (Principal Financial Officer and Principal Accounting Officer)	August 15, 2016

\*By: /s/ ROLAND O. BURNS  
Roland O. Burns  
Attorney-in-Fact

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 1 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Frisco, State of Texas, on August 15, 2016.

COMSTOCK OIL &amp; GAS – LOUISIANA, LLC

By:

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M. Jay Allison

Chief Executive Officer  
(Principal Executive Officer)

(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature

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\* \_\_\_\_\_

Title	
Chief Executive Officer and Manager	

Date  
August 15, 2016

Signature \_\_\_\_\_

\* \_\_\_\_\_

Chief Executive Officer and Manager  
(Principal Executive Officer)

Date  
August 15, 2016

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M. Jay Allison

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/s/ ROLAND O. BURNS

President, Chief Financial Officer,  
Secretary and Manager  
(Principal Financial and Accounting Officer)

August 15, 2016

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Roland O. Burns

(Principal Financial and Accounting Officer)

\*By:

/s/ ROLAND O. BURNS

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Roland O. Burns

Attorney-in-Fact

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 1 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Frisco, State of Texas, on August 15, 2016.

COMSTOCK OIL & GAS GP, LLC

By: \*

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M. Jay Allison  
Chief Executive Officer  
(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* M. Jay Allison	Manager (Principal Executive Officer)	August 15, 2016
/s/ ROLAND O. BURNS Roland O. Burns	Manager (Principal Financial Officer and Principal Accounting Officer)	August 15, 2016

\*By: /s/ ROLAND O. BURNS  
Roland O. Burns  
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 1 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Frisco, State of Texas, on August 15, 2016.

COMSTOCK OIL & GAS INVESTMENTS, LLC

By: \*

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M. Jay Allison  
Chief Executive Officer  
(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* M. Jay Allison	Chief Executive Officer and Manager (Principal Executive Officer)	August 15, 2016
/s/ ROLAND O. BURNS Roland O. Burns	President, Chief Financial Officer, Secretary and Manager (Principal Financial and Accounting Officer)	August 15, 2016

\*By: /s/ ROLAND O. BURNS  
Roland O. Burns  
Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 1 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Frisco, State of Texas, on August 15, 2016.

COMSTOCK OIL &amp; GAS HOLDINGS, INC.

By: \*

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M. Jay Allison  
Chief Executive Officer  
(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* M. Jay Allison	Chief Executive Officer and Director (Principal Executive Officer)	August 15, 2016
/s/ ROLAND O. BURNS Roland O. Burns	President, Chief Financial Officer, Secretary and Director (Principal Financial and Accounting Officer)	August 15, 2016

\*By: /s/ ROLAND O. BURNS  
Roland O. Burns  
Attorney-in-Fact

## EXHIBIT INDEX

Exhibit No.	Description
3.1	Restated Articles of Incorporation (incorporated by reference to Exhibit 3.1 to our Annual Report on Form 10-K for the year ended December 31, 1995).
3.2	Certificate of Amendment to the Restated Articles of Incorporation dated July 1, 1997 (incorporated by reference to Exhibit 3.1 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 1997).
3.3	Certificate of Amendment to the Restated Articles of Incorporation dated May 19, 2009 (incorporated by reference to Exhibit 3.1 to our Registration Statement on Form S-3 dated October 5, 2009).
3.4	Certificate of Designation of Series C Junior Participating Preferred Stock of Comstock Resources, Inc. (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K dated October 1, 2015).
3.5	Certificate of Amendment to the Restated Articles of Incorporation dated June 1, 2016 (incorporated by reference to Exhibit 3.2 to our Current Report on Form 8-K dated July 22, 2016).
3.6	Certificate of Change dated July 20, 2016 (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K dated July 22, 2016).
3.7	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.1 to our Current Report on Form 8-K dated August 21, 2014).
4.1	Specimen Stock Certificate for Common Stock (incorporated herein by reference to Exhibit 4.1 to Comstock's Registration Statement on Form S-3 filed with the SEC on December 16, 2003).
4.2	Indenture dated October 9, 2009 between Comstock, the Subsidiary Guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A., Trustee for debt securities (incorporated herein by reference to Exhibit 4.1 to our Current Report on Form 8-K filed with the SEC on October 14, 2009).
4.3	Third Supplemental Indenture dated March 14, 2011 between Comstock Resources, Inc., the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., for the 7 3/4% Senior Notes due 2019 (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K dated March 14, 2011).
4.4	Fourth Supplemental Indenture dated June 5, 2012 between Comstock Resources, Inc., the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., for the 9 1/2% Senior Notes due 2020 (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K dated June 7, 2012).
4.5	Indenture dated March 13, 2015 between Comstock Resources, Inc., the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., Trustee for the 10% Senior Secured Notes due 2020 (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K dated March 13, 2015).
4.6	Rights Agreement dated October 1, 2015 between Comstock Resources, Inc. and American Stock Transfer & Trust Company LLC, as rights agent (incorporated by reference to Exhibit 4.1 to our Current Report on Form 8-K dated October 1, 2015).
4.7**	Form of First Supplemental Indenture between Comstock Resources, Inc., the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., Trustee for the 10% Senior Secured Notes due 2020.
4.8**	Form of Fifth Supplemental Indenture between Comstock Resources, Inc., the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., Trustee for the 7 3/4% Senior Notes due 2019.
4.9**	Form of Sixth Supplemental Indenture between Comstock Resources, Inc., the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., Trustee for the 9 1/2% Senior Notes due 2020.
4.10**	Form of Warrant Agreement between Comstock Resources and American Stock Transfer & Trust Company LLC, as warrant agent.
4.11***	Form of Indenture between Comstock Resources, Inc., the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., Trustee for the Senior Secured Toggle Notes due 2020.
4.12***	Form of Indenture between Comstock Resources, Inc., the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., Trustee for the 7 3/4% Convertible Secured PIK Notes due 2019.
4.13***	Form of Indenture between Comstock Resources, Inc., the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., Trustee for the 9 1/2% Convertible Secured PIK Notes due 2020.
5.1*	Opinion of Locke Lord LLP.
5.2*	Opinion of Woodburn and Wedge.
10.1	Amended and Restated Employment Agreement dated February 24, 2014 by and between Comstock Resources, Inc. and M. Jay Allison (incorporated by reference to Exhibit 10.1 to our Annual Report on Form 10-K for the year ended December 31, 2013).

Exhibit No.	Description
10.2	Amended and Restated Employment Agreement dated February 24, 2014 by and between Comstock Resources, Inc. and Roland O. Burns (incorporated by reference to Exhibit 10.2 to our Annual Report on Form 10-K for the year ended December 31, 2013).
10.3	Employment Agreement dated February 23, 2015 by and between Comstock Resources, Inc. and Mack D. Good (incorporated by reference to Exhibit 10.3 to our Annual Report on Form 10-K for the year ended December 31, 2015).
10.4	Comstock Resources, Inc. 2009 Long-term Incentive Plan Amended and Restated Effective as of May 7, 2015 (incorporated by reference to Exhibit 10.4 to our Annual Report on Form 10-K for the year ended December 31, 2015).
10.5	Credit Agreement dated March 4, 2015 among Comstock Resources, Inc., as the borrower, the lenders from time to time thereto, and Bank of Montreal as administrative agent and issuing bank (incorporated by reference to Exhibit 10.2 to our Current Report on Form 8-K dated March 4, 2015).
10.6	Lease between Stonebriar I Office Partners, Ltd. and Comstock Resources, Inc. dated May 6, 2004 (incorporated by reference to Exhibit 10.24 to our Annual Report on Form 10-K for the year ended December 31, 2004).
10.7	First Amendment to the Lease Agreement dated August 25, 2005, between Stonebriar I Office Partners, Ltd. and Comstock Resources, Inc. (incorporated by reference to Exhibit 10.20 to our Annual Report on Form 10-K for the year ended December 31, 2005).
10.8	Second Amendment to the Lease Agreement dated October 15, 2007 between Stonebriar I Office Partners, Ltd. and Comstock Resources, Inc. (incorporated by reference to Exhibit 10.10 to our Annual Report on Form 10-K for the year ended December 31, 2008).
10.9	Third Amendment to the Lease Agreement dated September 30, 2008 between Stonebriar I Office Partners, Ltd. and Comstock Resources, Inc. (incorporated by reference to Exhibit 10.11 to our Annual Report on Form 10-K for the year ended December 31, 2008).
10.10	Fourth Amendment to the Lease Agreement dated May 8, 2009 between Stonebriar I Office Partners, Ltd. and Comstock Resources, Inc. (incorporated by reference to Exhibit 10.2 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2009).
10.11	Fifth Amendment to the Lease Agreement dated June 15, 2011 between Stonebriar I Office Partners, Ltd. and Comstock Resources, Inc. (incorporated by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2011).
10.12	Base Contract for Sale and Purchase of Natural Gas between Comstock Oil & Gas-Louisiana, LLC and BP Energy Company dated November 7, 2008, as amended by Third Amended and Restated Special Provisions dated January 5, 2010 (incorporated by reference to Exhibit 10.14 to our Annual Report on Form 10-K for the year ended December 31, 2009).
12.1**	Computation of Ratio of Earnings to Fixed Charges.
21.1**	Subsidiaries of Comstock Resources, Inc.
23.1*	Consent of Locke Lord LLP (Included in Exhibit 5.1).
23.2*	Consent of Woodburn and Wedge (Included in Exhibit 5.2)
23.3**	Consent of Ernst & Young LLP.
23.4**	Consent of Lee Keeling and Associates, Inc.
24.1**	Power of Attorney (Included on the Signature Pages of the initial filing of this Form S-4).
25.1*	Statement on Form T-1 of eligibility of Trustee for the Senior Secured Toggle Notes due 2020.
25.2*	Statement on Form T-1 of eligibility of Trustee for the 7 3/4% Convertible Secured PIK Notes due 2019.
25.3*	Statement on Form T-1 of eligibility of Trustee for the 9 1/2% Convertible Secured PIK Notes due 2020.
99.1**	Form of Letter of Transmittal and Consent
101.INS**	XBRL Instance Document
101.SCH**	XBRL Schema Document
101.CAL**	XBRL Calculation Linkbase Document
101.LAB**	XBRL Labels Linkbase Document
101.PRE**	XBRL Presentation Linkbase Document
101.DEF**	XBRL Definition Linkbase Document

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\* Filed herewith.  
 \*\* Previously filed as an exhibit to Comstock Resources, Inc.'s Registration Statement on Form S-4 (File No. 333-212795) filed on August 1, 2016.  
 \*\*\* To be filed by amendment.



2200 Ross Avenue, Suite 2800  
 Dallas, TX 75201  
 Telephone: 214-740-8000  
 Fax: 214-740-8800  
 www.lockelord.com

August 15, 2016

Comstock Resources, Inc.  
 5300 Town and Country Blvd., Suite 500  
 Frisco, TX 75034

Ladies and Gentlemen:

We have acted as counsel to Comstock Resources, Inc., a Nevada corporation (the “Company”), and its subsidiary guarantor co-registrants (the “Co-Registrants”, and together with the Company, the “Registrants”), in connection with the preparation of the Registration Statement on Form S-4 (the “Registration Statement”) to be filed on the date hereof by the Registrants with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”). The Registration Statement relates to the registration by the Company of (i) \$775,000,000 in aggregate principal amount of Senior Secured Toggle Notes due 2020 (the “New Senior Secured Notes”); (ii) \$288,516,000 in aggregate principal amount of 7 <sup>3</sup>/<sub>4</sub>% Convertible Secured PIK Notes due 2019 (the “New 2019 Convertible Notes”); (iii) \$174,607,000 in aggregate principal amount of 9 <sup>1</sup>/<sub>2</sub>% Convertible Secured PIK Notes due 2020 (the “New 2020 Convertible Notes”, and together with the New Senior Secured Notes and the New 2019 Convertible Notes, the “Debt Securities”); (iv) warrants to purchase common stock of the Company (“Warrants”); (v) shares of common stock of the Company (the “Common Stock”) issuable upon exercise of the Warrants (the “Underlying Shares”); (vi) shares of Common Stock issuable upon the conversion of the New 2019 Convertible Notes and the New 2020 Convertible Notes (the “Conversion Shares”); and (vii) guarantees of the Company’s Debt Securities by the Co-Registrants (the “Guarantees”) (items (i) through (vii) above are collectively referred to herein as the “Securities”). The Securities are to be offered and exchanged in the manner described in the Registration Statement (the “Exchange Offer”).

Each of the Debt Securities and the corresponding Guarantees will be issued pursuant to indentures to be entered into by the Company, each of the Co-Registrants, as guarantors, and American Stock Transfer & Trust Company, LLC, as trustee (the “Trustee”) (each an “Indenture,” and collectively, the “Indentures”), on the terms set forth in the Registration Statement. The Warrants will be issued pursuant to a warrant agreement in a form filed as Exhibit 4.10 to the Registration Statement (the “Warrant Agreement”).

In connection with this opinion, we have examined originals or copies, certified, or otherwise identified to our satisfaction, of: (i) the Registration Statement and the exhibits thereto; (ii) the prospectus contained in the Registration Statement (the “Prospectus”); and (iii) the Statements of Eligibility of the Trustee on Form T-1 under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), that

Atlanta | Austin | Boston | Chicago | Cincinnati | Dallas | Hartford | Hong Kong | Houston | Istanbul | London | Los Angeles | Miami  
 Morristown | New Orleans | New York | Providence | Sacramento | San Francisco | Stamford | Tokyo | Washington DC | West Palm Beach

are filed as Exhibits 25.1-25.3 to the Registration Statement. We have also reviewed such other documents and records of the Company and each Co-Registrant and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company and each Co-Registrant and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinions set forth herein.

We have relied as to certain matters on information obtained from public officials, officers of the Company and other sources believed by us to be responsible. In addition, we have relied upon the opinion of Woodburn and Wedge with respect to certain matters relating to the due incorporation and valid existence of the Registrants and the corporate power and authority of the Registrants to execute, deliver and perform the Indentures, the Debt Securities, the Warrant Agreement, and the Warrants.

In rendering the opinions contained herein, we have, with your permission, made the following assumptions: (i) all documents submitted to or reviewed by us, including all amendments and supplements thereto, are accurate and complete and, if not originals, are true, correct, and complete copies of the originals; (ii) the signatures on each of such documents by the parties thereto are genuine; (iii) each individual who signed such documents had the legal capacity to do so; and (iv) all persons who signed such documents on behalf of a business entity (other than the Registrants) were duly authorized to do so. We have assumed that there are no amendments, modifications, or supplements to such documents other than those amendments, modifications, and supplements that are known to us.

In rendering the opinions expressed in paragraphs 1 through 3 below with respect to the Securities referred to therein, we have additionally assumed that: (i) the Trustee will have all requisite power and authority to execute, deliver, and perform its obligations under the Indentures; (ii) at the time of execution of the Indentures, the execution and delivery thereof and the performance of such obligations will have been duly authorized by all necessary action on the Trustee's part, and the Indentures will have been duly delivered by it; (iii) at the time of execution of the Indentures, each of the Indentures will be enforceable against the Trustee in accordance with the terms thereof; (iv) the Indentures will be duly qualified under the Trust Indenture Act of 1939, as amended; (v) any supplemental indenture to the Indentures, pursuant to which any Debt Securities and Guarantees are issued, will comply with the Indentures as theretofore supplemented, and the form and terms of such Debt Securities and Guarantees will comply with the Indentures as then supplemented; (vi) each of the Company and the Co-Registrants is and at all times material hereto will be a corporation, limited partnership, or limited liability company (as applicable) duly organized and validly existing under the laws of the jurisdiction under which it is currently organized; and (vii) the Indentures actually entered into by the Company, the Co-Registrants, and Trustee will not deviate in any material or substantial respect from the terms set forth in the Registration Statement, such that any deviation would alter our opinions contained herein.

We have also assumed that:

- i. the Registration Statement will be effective and will comply with all applicable laws at the time the Securities are issued as contemplated by the Registration Statement;
- ii. the existing 10% Senior Secured Notes due 2020, 7 3/4% Senior Notes due 2019, and 9 1/2% Senior Notes due 2020 of the Company (together, the “Existing Notes”) will have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;
- iii. the Registrants will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Securities to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable appropriate prospectus supplement;
- iv. all Securities will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and any applicable appropriate prospectus supplement; and
- v. the Securities will be issued and sold in the forms and containing the terms set forth in the Registration Statement and any applicable appropriate prospectus supplement.

Our opinions set forth below are subject to (a) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other similar laws now or hereafter in effect relating to creditors’ rights generally, (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity), (c) public policy considerations which may limit the rights of parties to obtain remedies, (d) the waivers of any usury defense contained in the Indentures which may be unenforceable, (e) requirements that a claim with respect to any Debt Securities denominated in a currency, currency unit, or composite currency other than United States dollars (or a judgment denominated other than United States dollars in respect of such claim) be converted into United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law, and (f) governmental authority to limit, delay, or prohibit the making of payments outside the United States or in foreign currencies, currency units, or composite currencies (collectively, these qualifications and limitations are referred to herein as the “Enforceability Qualifications”).

Based upon and subject to the foregoing, and subject also to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

- 1) When New Senior Secured Notes have been duly authorized by all necessary corporate action of the Company, and when the New Senior Secured Notes have been duly executed, authenticated and delivered in accordance with the Indenture governing the New Senior

Secured Notes against receipt of the 10% Senior Secured Notes due 2020 surrendered in the exchange therefor in accordance with the terms of the Exchange Offer, the New Senior Secured Notes will constitute binding obligations of the Company and the Guarantees thereof will be binding obligations of the Co-Registrants.

- 2) When New 2019 Convertible Notes have been duly authorized by all necessary corporate action of the Company, and when the New 2019 Convertible Notes have been duly executed, authenticated and delivered in accordance with the Indenture governing the New 2019 Convertible Notes against receipt of the 7 <sup>3</sup>/<sub>4</sub>% Senior Notes due 2019 surrendered in the exchange therefor in accordance with the terms of the Exchange Offer, the New 2019 Convertible Notes will constitute binding obligations of the Company and the Guarantees thereof will be binding obligations of the Co-Registrants.
- 3) When New 2020 Convertible Notes have been duly authorized by all necessary corporate action of the Company, and when the New 2020 Convertible Notes have been duly executed, authenticated and delivered in accordance with the Indenture governing the New 2020 Convertible Notes against receipt of the 9 <sup>1</sup>/<sub>2</sub>% Senior Notes due 2020 surrendered in the exchange therefor in accordance with the terms of the Exchange Offer, the New 2020 Convertible Notes will constitute binding obligations of the Company and the Guarantees thereof will be binding obligations of the Co-Registrants.
- 4) When the Warrant Agreement has been duly authorized by all necessary corporate action of the Company, and the Warrants issued upon receipt of the 10% Senior Secured Notes due 2020 surrendered in the exchange therefor in accordance with the terms of the Exchange Offer, the Warrants will be binding obligations of the Company.
- 5) When the Underlying Shares have been duly authorized by all necessary corporate action of the Company and issued upon the exercise of the Warrants, the Underlying Shares will be validly issued, fully paid and non-assessable.
- 6) When the Conversion Shares have been duly authorized by all necessary corporate action of the Company and issued upon conversion of the New 2019 Convertible Notes or New 2020 Convertible Notes, as the case may be, the Conversion Shares will be validly issued, fully paid and non-assessable.

With respect to any agreement or instrument reviewed by us, that by its terms or otherwise is governed by the law of any jurisdiction other than the laws of the State of Texas or New York, our opinion herein is based solely on our understanding of the plain language of such agreement or instrument and we do not express our opinion with respect to the interpretation, validity, binding nature, or enforceability of any such agreement or instrument, and we do not assume any responsibility with respect to the effect on the opinions or statements set forth herein of any interpretation thereof inconsistent with such understanding.

We do not express any opinion herein with respect to the law of any jurisdiction other than the States of Texas and New York, applicable federal law, and, based solely on the opinion of Woodburn and Wedge filed concurrently with our opinion as part of the Registration Statement, the General Corporation Law, Limited Partnership Act and Limited Liability Company Act, in each case of the State of Nevada.

This opinion is intended solely for your benefit. It is not to be quoted, in whole or in part, disclosed, made available to, or relied upon by any other person, firm, or entity without our express prior written consent. This opinion is limited to the specific opinions expressly stated herein, and no other opinion is implied or may be inferred beyond the specific opinions expressly stated herein.

This opinion is based upon our knowledge of the law and facts relevant to the transactions herein referenced as of the date hereof. We assume no duty to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective.

We hereby consent to the filing of this opinion as part of the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the prospectus filed as a part thereof. Our consent to such reference does not constitute a consent under Section 7 of the Securities Act and in consenting to such reference you acknowledge that we have not reviewed and that we have not certified as to any part of the Registration Statement and that we do not otherwise come within the categories of persons whose consent is required under Section 7 or under the rules and regulations of the Securities and Exchange Commission thereunder.

Respectfully submitted,

/s/ Locke Lord LLP

Locke Lord LLP

August 15, 2016

Comstock Resources, Inc.  
5300 Town and Country Blvd., Suite 500  
Frisco, TX 75034

Ladies and Gentlemen:

We have acted as counsel to Comstock Resources, Inc., a Nevada corporation (the “Company”), and its subsidiary guarantor co-registrants (the “Co-Registrants”, and together with the Company, the “Registrants”), in connection with the preparation of the Registration Statement on Form S-4 (the “Registration Statement”) to be filed on the date hereof by the Registrants with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”). The Registration Statement relates to the registration by the Company of (i) \$775,000,000 in aggregate principal amount of Senior Secured Toggle Notes due 2020 (the “New Senior Secured Notes”); (ii) \$288,516,000 in aggregate principal amount of 7 ¾% Convertible Secured PIK Notes due 2019 (the “New 2019 Convertible Notes”); (iii) \$174,607,000 in aggregate principal amount of 9 ½% Convertible Secured PIK Notes due 2020 (the “New 2020 Convertible Notes”, and together with the New Senior Secured Notes and the New 2019 Convertible Notes, the “Debt Securities”); (iv) warrants to purchase common stock of the Company (“Warrants”); (v) shares of common stock of the Company (the “Common Stock”) issuable upon exercise of the Warrants (the “Underlying Shares”); (vi) shares of Common Stock issuable upon the conversion of the New 2019 Convertible Notes and the New 2020 Convertible Notes (the “Conversion Shares”); and (vii) guarantees of the Company’s Debt Securities by the Co-Registrants (the “Guarantees”) (items (i) through (vii) above are collectively referred to herein as the “Securities”). The Securities are to be offered and exchanged in the manner described in the Registration Statement (the “Exchange Offer”).

Each of the Debt Securities and the corresponding Guarantees will be issued pursuant to indentures to be entered into by the Company, each of the Co-Registrants, as guarantors, and American Stock Transfer & Trust Company, LLC, as trustee (the “Trustee”) (each an “Indenture,” and collectively, the “Indentures”), on the terms set forth in the Registration Statement. The Warrants will be issued pursuant to a warrant agreement in a form filed as Exhibit 4.10 to the Registration Statement (the “Warrant Agreement”).

In connection with this opinion, we have examined originals or copies, certified, or otherwise identified to our satisfaction, of: (i) the Registration Statement and the exhibits thereto; (iii) the prospectus contained in the Registration Statement (the "Prospectus"); and (iii) the Statements of Eligibility of the Trustee on Form T-1 under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), that are filed as Exhibits 25.1-25.3 to the Registration Statement. We have also reviewed such other documents and records of the Company and each Co-Registrant and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company and each Co-Registrant and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinions set forth herein.

We have relied as to certain matters on information obtained from public officials, officers of the Company and other sources believed by us to be responsible.

In rendering the opinions contained herein, we have, with your permission, made the following assumptions: (i) all documents submitted to or reviewed by us, including all amendments and supplements thereto, are accurate and complete and, if not originals, are true, correct, and complete copies of the originals; (ii) the signatures on each of such documents by the parties thereto are genuine; (iii) each individual who signed such documents had the legal capacity to do so; and (iv) all persons who signed such documents on behalf of a business entity other than the Registrants were duly authorized to do so. We have assumed that there are no amendments, modifications, or supplements to such documents other than those amendments, modifications, and supplements that are known to us.

i. In rendering the opinions expressed in paragraphs 1 through 3 below with respect to the Securities referred to therein, we have additionally assumed that: (i) the Trustee will have all requisite power and authority to execute, deliver, and perform its obligations under the Indentures; (ii) at the time of execution of the Indentures, the execution and delivery thereof and the performance of such obligations will have been duly authorized by all necessary action on the Trustee's part, and the Indentures will have been duly delivered by it; (iii) at the time of execution of the Indentures, each of the Indentures will be enforceable against the Trustee in accordance with the terms thereof; (iv) the Indentures will each be duly qualified under the Trust Indenture Act of 1939, as amended; (v) any

supplemental indenture to the Indentures, pursuant to which any Debt Securities and Guarantees are issued, will comply with the Indentures as theretofore supplemented, and the form and terms of such Debt Securities and Guarantees will comply with the Indentures as then supplemented; and (vi) the Indentures actually entered into by the Company, the Co-Registrants, and Trustee will not deviate in any material or substantial respect from the terms set forth in the Registration Statement, such that any deviation would alter our opinions contained herein.

We have also assumed that:

- i. the Registration Statement will be effective and will comply with all applicable laws at the time the Securities are issued as contemplated by the Registration Statement;
- ii. the existing 10% Senior Secured Notes due 2020, 7 <sup>3</sup>/<sub>4</sub>% Senior Notes due 2019, and 9 <sup>1</sup>/<sub>2</sub>% Senior Notes due 2020 of the Company (together, the “Existing Notes”) will have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;
- iii. the Registrants will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Securities to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable appropriate prospectus supplement;
- iv. all Securities will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and any applicable appropriate prospectus supplement; and
- v. the Securities will be issued and sold in the forms and containing the terms set forth in the Registration Statement and any applicable appropriate prospectus supplement.

Our opinions set forth below are subject to (a) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other similar laws now or hereafter in effect relating to creditors’ rights generally, (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity), (c) public policy considerations which may limit the rights of parties to obtain remedies, (d) the waivers of any usury defense contained in the Indentures which may be unenforceable, (e) requirements that a claim with respect to any Debt Securities denominated in a currency, currency unit, or

composite currency other than United States dollars (or a judgment denominated other than United States dollars in respect of such claim) be converted into United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law, and (f) governmental authority to limit, delay, or prohibit the making of payments outside the United States or in foreign currencies, currency units, or composite currencies (collectively, these qualifications and limitations are referred to herein as the “Enforceability Qualifications”).

Based upon and subject to the foregoing, and subject also to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

- 1) When New Senior Secured Notes have been duly authorized by all necessary corporate action of the Company, and when the New Senior Secured Notes have been duly executed, authenticated and delivered in accordance with the Indenture governing the New Senior Secured Notes against receipt of the 10% Senior Secured Notes due 2020 surrendered in the exchange therefor in accordance with the terms of the Exchange Offer, the New Senior Secured Notes will constitute binding obligations of the Company and the Guarantees thereof will be binding obligations of the Co-Registrants.
- 2) When New 2019 Convertible Notes have been duly authorized by all necessary corporate action of the Company, and when the New 2019 Convertible Notes have been duly executed, authenticated and delivered in accordance with the Indenture governing the New 2019 Convertible Notes against receipt of the 7 <sup>3</sup>/<sub>4</sub>% Senior Notes due 2019 surrendered in the exchange therefor in accordance with the terms of the Exchange Offer, the New 2019 Convertible Notes will constitute binding obligations of the Company and the Guarantees thereof will be binding obligations of the Co-Registrants.
- 3) When New 2020 Convertible Notes have been duly authorized by all necessary corporate action of the Company, and when the New 2020 Convertible Notes have been duly executed, authenticated and delivered in accordance with the Indenture governing the New 2020 Convertible Notes against receipt of the 9 <sup>1</sup>/<sub>2</sub>% Senior Notes due 2020 surrendered in the exchange therefor in accordance with the terms of the Exchange Offer, the New 2020 Convertible Notes will constitute binding obligations of the Company and the Guarantees thereof will be binding obligations of the Co-Registrants.

- 4) When the Warrant Agreement has been duly authorized by all necessary corporate action of the Company, and the Warrants have been issued upon receipt of the 10% Senior Secured Notes due 2020 surrendered in the exchange therefor in accordance with the terms of the Exchange Offer, the Warrants will be binding obligations of the Company.
- 5) When the Underlying Shares have been duly authorized by all necessary corporate action of the Company and issued upon the exercise of the Warrants, the Underlying Shares will be validly issued, fully paid and non-assessable.
- 6) When the Conversion Shares have been duly authorized by all necessary corporate action of the Company and issued upon conversion of the New 2019 Convertible Notes or New 2020 Convertible Notes, as the case may be, the Conversion Shares will be validly issued, fully paid and non-assessable.

With respect to any agreement or instrument reviewed by us, that by its terms or otherwise is governed by the law of any jurisdiction other than the laws of the State of Nevada, our opinion herein is based solely on our understanding of the plain language of such agreement or instrument and we do not express our opinion with respect to the interpretation, validity, binding nature, or enforceability of any such agreement or instrument, and we do not assume any responsibility with respect to the effect on the opinions or statements set forth herein of any interpretation thereof inconsistent with such understanding.

We do not express any opinion herein with respect to the law of any jurisdiction other than the General Corporation Law, Limited Partnership Act and Limited Liability Company Act, in each case of the State of Nevada.

This opinion is intended solely for your benefit. It is not to be quoted, in whole or in part, disclosed, made available to, or relied upon by any other person, firm, or entity without our express prior written consent. This opinion is limited to the specific opinions expressly stated herein, and no other opinion is implied or may be inferred beyond the specific opinions expressly stated herein.

This opinion is based upon our knowledge of the law and facts relevant to the transactions herein referenced as of the date hereof. We assume no duty to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective.

We hereby consent to the filing of this opinion as part of the Registration Statement and to the reference to our firm under the caption “Legal Matters” in the prospectus filed as a part thereof. Our consent to such reference does not constitute a consent under Section 7 of the Securities Act and in consenting to such reference you acknowledge that we have not reviewed and that we have not certified as to any part of the Registration Statement and that we do not otherwise come within the categories of persons whose consent is required under Section 7 or under the rules and regulations of the Securities and Exchange Commission thereunder.

Sincerely,

WOODBURN AND WEDGE

By: /s/ Shawn G. Pearson  
Shawn G. Pearson

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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM T-1**

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**STATEMENT OF ELIGIBILITY**  
**UNDER THE TRUST INDENTURE ACT OF 1939**  
**OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

☐ Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)

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**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**

(Exact name of trustee as specified in its charter)

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**New York**  
(State of incorporation of  
organization if not a U.S. national bank)

**13-3439945**  
(I.R.S. Employer  
Identification Number)

**6201 15th Avenue, Brooklyn, New York**  
(Address of principal executive offices)

**11219**  
(Zip Code)

**Paul H. Kim**  
**American Stock Transfer & Trust Company, LLC**  
**6201 15th Avenue**  
**Brooklyn, NY 11219**  
**(718) 921-8183**  
(Name, address and telephone number of agent for service)

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**Comstock Resources, Inc.**  
(Exact name of obligor as specified in its character)

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**Nevada**  
(State or other jurisdiction of  
incorporation or organization)

**94-1667468**  
(I.R.S. Employer  
Identification Number)

**5300 Town and Country Blvd., Suite 500**  
**Frisco, Texas**  
(Address of principal executive offices)

**75034**  
(Zip Code)

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**Senior Secured Toggle Notes due 2020**  
(Title of the Indenture Securities)

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**Item 1. General Information.**

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

New York State Department of Financial Services  
One State Street  
New York, NY 10004-1511

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

**Item 2. Affiliations with Obligor.**

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

**Items 3-15.**

Items 3-15 are not applicable because, to the best of the trustee’s knowledge, the obligor is not in default under any indenture for which the trustee acts as trustee.

**Item 16. List of Exhibits.**

**Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the “Act”) and 17 C.F.R. 229.10(d).**

<u>Exhibit</u>	<u>Exhibit Title</u>
T-1.1	A copy of the Articles of Organization of the Trustee, as amended to date
T-1.2	A copy of the Certificate of Authority of the Trustee to commence business
T-1.4	Limited Liability Trust Company Agreement of the Trustee
T-1.6	The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939
T-1.7	A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority

---

**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939, the trustee, American Stock Transfer & Trust Company, LLC, a limited liability trust company organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 15th day of August, 2016.

AMERICAN STOCK TRANSFER  
& TRUST COMPANY, LLC

Trustee

By: /s/ Paul H. Kim

Name: Paul H. Kim

Title: Assistant General Counsel

## ARTICLES OF ORGANIZATION

## OF

## AMERICAN STOCK TRANSFER &amp; TRUST COMPANY, LLC

We, the undersigned, all being of full age, four of us being citizens of the United States, having associated ourselves together for the purposes of forming a limited liability trust company under and pursuant to the Banking Law of the State of New York, do hereby certify the following:

- First.** The name by which the limited liability trust company is to be known is American Stock Transfer & Trust Company, LLC.
- Second.** The place where its principal office is to be located is 59 Maiden Lane, Borough of Manhattan, City, County, and State of New York.
- Third.** The amount of its capital contributions is to be Five Million Dollars (\$5,000,000), and the number of units into which such capital contributions are to be divided is five million (5,000,000) units with a par value of \$1.00 each.
- Fourth.** The **company** will not have classes or groups of members, therefore there is only one class of members. Each member shall share the same relative rights, powers, preferences, limitations, and voting powers.
- Fifth.** The name, place of residence, and citizenship of each organizer are as follows:

Name	Residence	Citizenship
George Karfunkel	Brooklyn, NY, USA	USA
Michael Karfunkel	Brooklyn, NY, USA	USA
Cameron Blanks	Cremorne Point, Australia	Australia
Timothy J. Sims	Terrey Hills, Australia	Australia
Paul J. McCullagh	Tamarama, Australia	Ireland
Joseph John O'Brien	Bondi Beach, Australia	USA
Jay F. Krehbiel	Darling Point, Australia	USA

- Sixth.** The **term** of existence of the trust company is to be until December 31, 2030, unless the interest holders agree to extend such date.
- Seventh.** The **number** of managers of the company is to be not less than seven nor more than fifteen.
- Eighth.** The **names** of the organizers who shall manage the company until the first annual meeting of members are as follows: George Karfunkel, Michael Karfunkel, Cameron Blanks, Timothy J. Sims, Paul J. McCullagh, Joseph John O'Brien, and Jay F. Krehbiel.
- Ninth.** The limited liability **trust** company is to exercise the powers conferred by Section 100 of the Banking Law. The limited liability trust company shall neither accept deposits nor make loans except for deposits and loans arising directly from the exercise of the fiduciary powers specified in Section 100 of the Banking Law.

IN WITNESS WHEREOF, We have made, signed, and acknowledged this certificate in duplicate this \_\_\_\_\_ day of March 2008.

/s/ George Karfunkel

George Karfunkel

Paul J. McCullagh

/s/ Michael Karfunkel

Michael Karfunkel

Joseph John O'Brien

Cameron Blanks

Jay F. Krehbiel

Timothy J. Sims

NOTARY:

State of NY            )  
                              ) ss.:  
County of Kings        )

On this 28<sup>th</sup> day of March, 2008 personally appeared before me

George Karfunkel

Michael Karfunkel

to me known to be the persons described in and who executed the foregoing certificate, and severally acknowledged that they executed the same.

/s/ Anthony J. Foti  
Anthony J. Foti  
Notary Public, State of New York  
No. 01FO6022425  
Qualified in Kings County  
Commission Expires March 29, 2011

IN WITNESS WHEREOF, We have made, signed, and acknowledged this certificate in duplicate this \_\_\_\_\_ day of March 2008.

<div>George Karfunkel</div>	<div>/s/ Paul J. McCullagh</div> <div>Paul J. McCullagh</div>
<div>Michael Karfunkel</div>	<div>Joseph John O’Brien</div>
<div>/s/ Cameron Blanks</div> <div>Cameron Blanks</div>	<div>/s/ Jay F. Krehbiel</div> <div>Jay F. Krehbiel</div>
<div>/s/ Timothy J. Sims</div> <div>Timothy J. Sims</div>	

NOTARY:

State of New South Wales	)	
	)	ss.:
County of Australia	)	

On this 27th day of March, 2008 personally appeared before me

<div>Cameron R. Blanks</div>	<div>Paul J. McCullagh</div>
<div>Timothy J. Sims</div>	<div>Jay F. Krehbiel</div>

to me known to be the persons described in and who executed the foregoing certificate, and severally acknowledged that they executed the same.

/s/ Brendan Anthony Bateman

Brendan Anthony Bateman

IN WITNESS WHEREOF, We have made, signed, and acknowledged this certificate in duplicate this \_\_\_\_\_ day of March 2008.

George Karfunkel

Paul J. McCullagh

Michael Karfunkel

/s/ Joseph John O’Brien  
Joseph John O’Brien

Cameron Blanks

Jay F. Krehbiel

Timothy J. Sims

NOTARY:	Kingdom of Thailand	}	
	Bangkok Metropolis	}	ss
	Embassy of the United States of America	}	
State of		}	
County of		}	

On this       day of       Mar 27 2008,       personally appeared before me

\* Joseph John O’Brien \*

\_\_\_\_\_

\_\_\_\_\_

to be the persons described in and who executed the foregoing certificate, and severally acknowledged that they executed the same.

/s/ Chamnannuch Scherer  
Chamnannuch Scherer

Consular Associate of the United States of America

Indefinite

*State of New York*  
**Banking Department**

**Whereas**, the Articles of Organization of **AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**, of New York, New York, have heretofore been duly approved and said **AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC** has complied with the provisions of Chapter 2 of the Consolidated Laws,

Now Therefore I, David S. Fedsall, as Deputy Superintendent of Banks of the State of New York, do hereby authorize the said **AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC** to transact the business of a Limited Liability Trust Company, at 59 Maiden Lane, Borough of Manhattan, City of New York within this State.

**In Witness Whereof**, I have hereunto set my hand and affixed the official seal of the Banking Department, this 30<sup>th</sup> day of May in the year two thousand and eight.

/s/ David S. Fedsall

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Deputy Superintendent of Banks

**THIRD AMENDED AND RESTATED**

**LIMITED LIABILITY TRUST COMPANY AGREEMENT**

**OF**

**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY TRUST COMPANY AGREEMENT (as amended, amended and restated, supplemented or modified from time to time, the “Agreement”) of American Stock Transfer & Trust Company, LLC (the “Company”) dated as of this 29th day of June, 2015, by Armor Holding II LLC, as the sole member of the Company (the “Member”) amends and restates the Second Amended and Restated Limited Liability Trust Company Agreement of the Company dated as of June 26, 2013 (as amended by that certain First Amendment to the Second Amended and Restated Limited Liability Trust Company Agreement of the Company dated as of April 23, 2014) in its entirety.

**RECITAL**

The Member converted the Company into a limited liability trust company under the laws of the State of New York and now desires to amend and restate the written agreement governing the affairs of the Company in accordance with the provisions of the Limited Liability Company Law of the State of New York and any successor statute, as amended from time to time (the “Act”) and the Banking Law of the State of New York and any successor statute, as amended from time to time (the “Banking Law”).

**ARTICLE 1**

**The Limited Liability Trust Company**

a. Formation. The Member previously converted the Company into a limited liability trust company pursuant to the Act and the Banking Law; such conversion of the Company from a New York trust company into a New York limited liability trust company was approved by the New York Banking Board on April 17, 2008 in conformity with Section 102-a(3) of the Banking Law. The conversion to a limited liability trust company became effective on May 30, 2008, when the New York State Banking Department issued an Authorization Certificate for the converted entity.

b. Name. The name of the Company shall be “American Stock Transfer & Trust Company, LLC” and its business shall be carried on in such name with such variations and changes as the Board (as hereinafter defined) shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company’s operations are conducted.

c. Business Purpose; Powers. The purposes for which the Company is formed are:

(i) to exercise the powers conferred by Section 100 of the Banking Law, including corporate trust powers; personal trust powers; pension trust powers for tax-qualified pension trusts and retirement plans; and common or collective trust powers; provided, however, that the Company shall neither accept deposits nor make loans except for deposits and loans arising directly from the exercise of its fiduciary powers as specified in this Section 1(c); and

(ii) in furtherance of the foregoing, to engage in any lawful act or activity for which limited liability trust companies may be formed under the Banking Law.

d. Registered Office and Agent. The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is 6201 15th Avenue, Brooklyn, New York 11219.

e. Term. Subject to the provisions of Article 6 below, the Company shall continue until December 31, 2030, unless the Members agree to extend such date.

## ARTICLE 2

### The Member

a. The Member. The name and address of the Member is as follows:

<u>Name</u>	<u>Address</u>
Armor Holding II LLC	6201 15th Avenue,
Brooklyn, New York 11219	

b. Actions by the Member; Meetings. All actions taken by the Member must be duly authorized by the board of managers of the Member (the “Member’s Board”) in accordance with the Shareholders Agreement (as hereinafter defined). Subject to the foregoing sentence, the Member may approve a matter or take any action at a meeting or without a meeting by the written consent of the Member. Meetings of the Member may be called at any time by the Member.

c. Liability of the Member. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, except as otherwise provided for by law.

d. Power to Bind the Company. Except as required by the Act or the Banking Law, the Member (acting in its capacity as such) shall have no authority to bind the Company to any third party with respect to any matter.

e. Admission of Members. New members shall be admitted only upon the prior written approval of the Member.

f. Engagement of Third Parties. The Company, may, from time to time, employ any Person or engage third parties to render services to the Company on such terms and for such compensation as the Member may reasonably determine, including, attorneys, investment consultants, brokers or finders, independent auditors and printers. Such employees and third parties may be affiliates of any Member. Persons retained, engaged or employed by the Company may also be engaged, retained or employed by and act on behalf of one or more Member or any of their respective affiliates.

## ARTICLE 3

### The Board

#### a. Management By Board of Managers.

(i) Subject to such matters which are expressly reserved hereunder, under the Act, under the Banking Law or under that certain Fourth Amended and Restated Shareholders Agreement, dated as of June 20, 2014, as amended from time to time, among the Shareholders of Armor Holdco, Inc. and Armor Holdco, Inc. (the "Shareholders Agreement"), to the Member for decision, the business and affairs of the Company shall be managed by a board of managers (the "Board"), which shall be responsible for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. In accordance with Section 7002 of the Banking Law, the Board shall consist of seven (7) to fifteen (15) individuals (the "Managers"). Such Managers shall be determined from time to time by resolution of the Member in accordance with Section 4.2 of the Shareholders Agreement.

(ii) Each Manager shall be elected by the Member and shall serve until his or her successor has been duly elected and qualified, or until his or her earlier removal, resignation, death or disability. Subject to the provisions of clause (iii) below, the Member may remove any Manager from the Board or from any other capacity with the Company at any time, with or without cause. A Manager may resign at any time upon written notice to the Member.

(iii) The Member may take all actions that it deems necessary to cause the Board to consist of the same managers who serve on the Member's Board; provided that, subject to Article 3(a)(i), the number of independent directors who serve on the Board may be greater or less than the number of independent directors who serve on the Member's Board; provided, further, that in no event shall the Board be composed of less than three (3) independent directors. Accordingly, if any person who is a member of the Members' Board ceases to be a member of such board for any reason, the Member may take such action as is necessary to remove such person from the Board and elect to the Board the person appointed to the Member's Board in place of such person.

(iv) Any vacancy occurring on the Board as a result of the resignation, removal, death or disability of a Manager or an increase in the size of the Board shall be filled by the Member. A Manager chosen to fill a vacancy resulting from the resignation, removal, death or disability of a Manager shall serve the unexpired term of his or her predecessor in office.

#### b. Action By the Board.

(i) In accordance with Section 7010 of the Banking Law, a regular meeting of the Board shall be held at least ten (10) times a year; provided, however, that during any three (3) consecutive months, the Board shall meet at least twice. Each Manager may call a meeting of the Board upon two (2) days prior written notice to each Manager. The presence of a majority of the Managers then in office shall constitute a quorum at any meeting of the Board. All actions of the Board shall require the affirmative vote of a majority of the Managers then in office.

(ii) Meetings of the Board may be conducted in person or by conference telephone facilities. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve such action pursuant to the terms of this Agreement consent thereto in writing. Notice of any meeting may be waived by any Manager.

c. Power to Bind Company. None of the Managers (acting in their capacity as such) shall have authority to bind the Company to any third party with respect to any matter unless the Board shall have approved such matter and authorized such Manager(s) to bind the Company with respect thereto.

d. Officers and Related Persons.

(i) The Board shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company. The Board, to the extent permitted by applicable law and as provided in any resolution of the Board, may, from time to time in its sole and absolute discretion and without limitation, delegate such duties or any or all of its authority, rights and/or obligations, to any one or more officers, employees, agents, consultants or other duly authorized representatives of the Company as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters in accordance with the scope of their respective duties.

#### ARTICLE 4

##### Capital Structure and Contributions

a. Capital Structure. The capital structure of the Company shall consist of one class of common interests, par value \$1.00 (the “Common Interests”). Each Common Interest shall entitle its holder to one vote per Common Interest on each matter on which the Member shall be entitled to vote. All Common Interests shall be identical with each other in every respect. The Company shall be authorized to issue 5,000,000 Common Interests. In exchange for all of the outstanding shares of American Stock Transfer & Trust Company held by the Member, the 5,000,000 Common Interests shall be issued to the Member. The Member shall own all of the Common Interests issued and outstanding.

b. Capital Contributions. From time to time, the Board may determine that the Company requires capital and may request the Member to make capital contribution(s) in an amount determined by the Board. A capital account shall be maintained for the Member, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

c. Right to Issue Certificates. The ownership of a Common Interest by a Member shall be evidenced by a certificate (a “Certificate”) issued by the Company. All Common Interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in any jurisdiction, including without limitation the State of New York.

d. Form of Certificates. Certificates attesting to the ownership of Common Interests in the Company shall be in substantially the form set forth in Exhibit A hereto and shall state that the Company is a limited liability trust company formed under the laws of the State of New York, the name of the Member to whom such Certificate is issued and that the Certificate represents limited liability trust company interests within the meaning of the Act and the Banking Law. Each Certificate shall bear the following legend:

“THIS CERTIFICATE EVIDENCES COMMON INTERESTS IN THE AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC (THE “COMPANY”) AND SHALL BE A SECURITY FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE. THE COMMON INTERESTS REPRESENTED BY THIS CERTIFICATE

ARE SUBJECT TO THE PROVISIONS OF THE THIRD AMENDED AND RESTATED LIMITED LIABILITY TRUST COMPANY AGREEMENT OF THE COMPANY DATED AS OF JUNE 29, 2015 (AS MAY BE AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "LLTC AGREEMENT"). A COPY OF THE LLTC AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS."

e. Execution. Each Certificate shall be signed by the Chief Executive Officer, the President, the Secretary, an Assistant Secretary or other authorized officer or person of the Company by either manual or facsimile signature.

f. Registrar. The Company shall maintain an office where Certificates may be presented for registration of transfer or for exchange. Unless otherwise designated, the Secretary of the Company shall act as registrar and shall keep a register of the Certificates and of their transfer and exchange.

g. Issuance. The Certificates of the Company shall be numbered and registered in the interest register or transfer books of the Company as they are issued.

h. Common Interest Holder Lists. The Company shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all holders of Common Interests.

i. Transfer and Exchange. When Certificates are presented to the Company with a request to register a transfer, the Company shall register the transfer or make the exchange on the register or transfer books of the Company; provided, that any Certificates presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Company duly executed by the holder thereof or his attorney duly authorized in writing. Notwithstanding the foregoing, the Company shall not be required to register the transfer, or exchange, any Certificate if as a result the transfer of the Common Interest at issue would cause the Company or the Member to violate the Securities Act, the Exchange Act, the Investment Company Act, or the laws, rules, regulations, orders and other directives of any Governmental Authority or otherwise violate the terms of this Agreement or the Shareholders Agreement.

j. Record Holder. Except to the extent that the Company shall have received written notice of an assignment of Common Interests and such assignment complies with the requirements of Section 7(a) of this Agreement, the Company shall be entitled to treat the individual or entity in whose name any Certificates issued by the Company stand on the books of the Company as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such Common Interests on the part of any other individual or entity.

k. Replacement Certificates. If any mutilated Certificate is surrendered to the Company, or the Company receives evidence to its satisfaction of the destruction, loss or theft of any Certificate, the Company shall issue a replacement Certificate if the requirements of Section 8-405 of the Uniform Commercial Code are met. If required by the Company, an indemnity and/or the deposit of a bond in such form and in such sum, and with such surety or sureties as the Company may direct, must be supplied by the holder of such lost, destroyed or stolen Certificate that is sufficient in the judgment of the Company to protect the Company from any loss that it may suffer if a Certificate is replaced. The Company may charge for its expenses incurred in connection with replacing a Certificate.

**ARTICLE 5**  
Profits, Losses and Distributions

a. Profits and Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Board. In each year, profits and losses shall be allocated entirely to the Member.

b. Distributions. The Board shall determine profits available for distribution and the amount, if any, to be distributed to the Member, and shall authorize and distribute on the Common Interests, the determined amount when, as and if declared by the Board. The distributions of the Company shall be allocated entirely to the Member, provided, however, such distributions are in accordance with the Banking Law.

**ARTICLE 6**  
Events of Dissolution

The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events (each, an "Event of Dissolution"):

- a. The Board votes for dissolution; or
- b. A dissolution of the Company under Section 102-a(2) of the Banking Law or Section 701 of the Act.

**ARTICLE 7**  
Transfer of Interests in the Company

Except upon approval of the Member's Board in accordance with Section 4.2 of the Member's Shareholder's Agreement, the Member may sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its Common Interests and, upon receipt by the Company of a written agreement executed by the person or entity to whom such Common Interests are to be transferred agreeing to be bound by the terms of this Agreement, such person shall be admitted as a member.

**ARTICLE 8**  
Exculpation and Indemnification

a. Exculpation. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act or Banking Law. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, Managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its

property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

b. Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 8 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 8.

c. Insurance. The Board in its discretion shall have the power to cause the Company to purchase and maintain insurance in accordance with, and subject to, the Act and Banking Law.

d. Amendments. Any repeal or modification of this Article 8 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article 8, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE 9

### Miscellaneous

a. Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

b. Amendments. Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Member. An amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval or as otherwise provided in the Act.

c. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall

be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereof.

e. Limited Liability Trust Company. The Member intends to form a limited liability trust company and does not intend to form a partnership under the laws of the State of New York or any other laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

**ARMOR HOLDING II LLC**, as sole member

By: /s/ Martin G. Flanigan

Name: Martin G. Flanigan

Title: Chief Financial Officer

[Signature Page to Third Amended and Restated Limited Liability Trust Company Agreement]

[FORM OF CERTIFICATE]

Number [\*]

Common Interest [\*]

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

a limited liability trust company formed under the laws of the State of New York

Limited Liability Trust Company Common Interest

[Legend]

THIS CERTIFICATE EVIDENCES COMMON INTERESTS IN THE AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC (THE “COMPANY”) AND SHALL BE A SECURITY FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE. THE COMMON INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF THE THIRD AMENDED AND RESTATED LIMITED LIABILITY TRUST COMPANY AGREEMENT OF THE COMPANY DATED AS OF JUNE 29, 2015 (AS MAY BE AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “LLTC AGREEMENT”). A COPY OF THE LLTC AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS.

This Certifies that is the owner of fully paid and non-assessable Common Interests of the above-named Company and is entitled to the full benefits and privileges of such Common Interest, subject to the duties and obligations, as more fully set forth in the Agreements. This Certificate is transferable on the books of the Company by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Limited Liability Company has caused this Certificate, and the Common Interest it represents, to be signed by its duly authorized officer this day of , 20 .

By: \_\_\_\_\_  
[Name]  
[Title]

[Exhibit A to Third Amended and Restated Limited Liability Trust Company Agreement]

August 15, 2016

Securities and Exchange Commission  
Washington, DC 20549

Gentlemen:

Pursuant to the provisions of Section 321 (b) of the Trust Indenture Act of 1939, and subject to the limitations therein contained, American Stock Transfer & Trust Company, LLC hereby consents that reports of examinations of said corporation by Federal, State, Territorial or District authorities may be furnished by such authorities to you upon request therefor.

Very truly yours,

AMERICAN STOCK TRANSFER  
& TRUST COMPANY, LLC

By: /s/ Paul H. Kim

Name: Paul H. Kim

Title: Assistant General Counsel

Schedule RC

15

## Consolidated Report of Condition for Insured Banks and Savings Associations for June 30, 2016

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

### Schedule RC—Balance Sheet

Dollar Amounts in Thousands		Amount	
<b>Assets</b>			
1. Cash and balances due from depository institutions (from Schedule RC-A):			
a. Noninterest-bearing balances and currency and coin (1)	RCON0081	160	1.a.
b. Interest-bearing balances (2)	RCON0071	7,966	1.b.
2. Securities:			
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCON1754	0	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCON1773	0	2.b.
3. Federal funds sold and securities purchased under agreements to resell:			
a. Federal funds sold	RCONB987	0	3.a.
b. Securities purchased under agreements to resell (3)	RCONB989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			
a. Loans and leases held for sale	RCON5369	0	4.a.
b. Loans and leases, net of unearned income	RCONB528	0	4.b.
c. LESS: Allowance for loan and lease losses	RCON3123	0	4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCONB529	0	4.d.
5. Trading assets (from Schedule RC-D)		RCON3545	0
6. Premises and fixed assets (including capitalized leases)		RCON2145	18,928
7. Other real estate owned (from Schedule RC-M)		RCON2150	21,476
8. Investments in unconsolidated subsidiaries and associated companies		RCON2130	0
9. Direct and indirect investments in real estate ventures		RCON3656	0
10. Intangible assets:			
a. Goodwill	RCON3163	270,264	10.a.
b. Other intangible assets (from Schedule RC-M)	RCON0426	214,829	10.b.
11. Other assets (from Schedule RC-F)		RCON2160	42,583
12. Total assets (sum of items 1 through 11)		RCON2170	576,206

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements, regardless of maturity.

Schedule RC

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## Schedule RC—Continued

Dollar Amounts in Thousands		Amount	
<b>Liabilities</b>			
13. Deposits:			
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	RCON2200	0	13. a.
(1) Noninterest-bearing (1)	RCON6631	0	13. a. (1)
(2) Interest-bearing	RCON6636	0	13. a. (2)
b. Not applicable			
14. Federal funds purchased and securities sold under agreements to repurchase:			
a. Federal funds purchased (2)	RCONB993	0	14. a.
b. Securities sold under agreements to repurchase (3)	RCONB995	0	14. b.
15. Trading liabilities (from Schedule RC-D)	RCON3548	0	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCON3190	1,270	16.
17. Not applicable			
18. Not applicable			
19. Subordinated notes and debentures (4)	RCON3200	0	19.
20. Other liabilities (from Schedule RC-G)	RCON2930	20,654	20.
21. Total liabilities (sum of items 13 through 20)	RCON2948	21,924	21.
22. Not applicable		22.	
<b>Equity Capital</b>			
<b>Bank Equity Capital</b>			
23. Perpetual preferred stock and related surplus	RCON3838	0	23.
24. Common stock	RCON3230	5,000	24.
25. Surplus (exclude all surplus related to preferred stock)	RCON3839	1,044,203	25.
26.			
a. Retained earnings	RCON3632	(494,921)	26. a.
b. Accumulated other comprehensive income (5)	RCONB530	0	26. b.
c. Other equity capital components (6)	RCONA130	0	26. c.
27.			
a. Total bank equity capital (sum of items 23 through 26.c)	RCON3210	554,282	27. a.
b. Noncontrolling (minority) interests in consolidated subsidiaries	RCON3000	0	27. b.
28. Total equity capital (sum of items 27.a and 27.b)	RCONG105	554,282	28.
29. Total liabilities and equity capital (sum of items 21 and 28)	RCON3300	576,206	29.

(1) Includes noninterest-bearing demand, time, and savings deposits.

(2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

(3) Includes all securities repurchase agreements, regardless of maturity.

(4) Includes limited-life preferred stock and related surplus.

(5) Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.

(6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM T-1**

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**STATEMENT OF ELIGIBILITY**  
**UNDER THE TRUST INDENTURE ACT OF 1939**  
**OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

☐ Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)

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**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**  
(Exact name of trustee as specified in its charter)

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**New York**  
(State of incorporation of  
organization if not a U.S. national bank)

**6201 15th Avenue, Brooklyn, New York**  
(Address of principal executive offices)

**13-3439945**  
(I.R.S. Employer  
Identification Number)

**11219**  
(Zip Code)

**Paul H. Kim**  
**American Stock Transfer & Trust Company, LLC**  
**6201 15th Avenue**  
**Brooklyn, NY 11219**  
**(718) 921-8183**  
(Name, address and telephone number of agent for service)

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**Comstock Resources, Inc.**  
(Exact name of obligor as specified in its character)

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**Nevada**  
(State or other jurisdiction of  
incorporation or organization)

**5300 Town and Country Blvd., Suite 500**  
**Frisco, Texas**  
(Address of principal executive offices)

**94-1667468**  
(I.R.S. Employer  
Identification Number)

**75034**  
(Zip Code)

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**7 3/4% Convertible Secured PIK Notes due 2019**  
(Title of the Indenture Securities)

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**Item 1. General Information.**

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

New York State Department of Financial Services  
One State Street  
New York, NY 10004-1511

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

**Item 2. Affiliations with Obligor.**

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

**Items 3-15.**

Items 3-15 are not applicable because, to the best of the trustee’s knowledge, the obligor is not in default under any indenture for which the trustee acts as trustee.

**Item 16. List of Exhibits.**

**Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the “Act”) and 17 C.F.R. 229.10(d).**

<u>Exhibit</u>	<u>Exhibit Title</u>
T-1.1	A copy of the Articles of Organization of the Trustee, as amended to date
T-1.2	A copy of the Certificate of Authority of the Trustee to commence business
T-1.4	Limited Liability Trust Company Agreement of the Trustee
T-1.6	The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939
T-1.7	A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority

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**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939, the trustee, American Stock Transfer & Trust Company, LLC, a limited liability trust company organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 15th day of August, 2016.

AMERICAN STOCK TRANSFER  
& TRUST COMPANY, LLC

Trustee

By: /s/ Paul H. Kim

Name: Paul H. Kim

Title: Assistant General Counsel

**ARTICLES OF ORGANIZATION**  
**OF**  
**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**

We, the undersigned, all being of full age, four of us being citizens of the United States, having associated ourselves together for the purposes of forming a limited liability trust company under and pursuant to the Banking Law of the State of New York, do hereby certify the following:

- First.** The name by which the limited liability trust company is to be known is American Stock Transfer & Trust Company, LLC.
- Second.** The place where its principal office is to be located is 59 Maiden Lane, Borough of Manhattan, City, County, and State of New York.
- Third.** The amount of its capital contributions is to be Five Million Dollars (\$5,000,000), and the number of units into which such capital contributions are to be divided is five million (5,000,000) units with a par value of \$1.00 each.
- Fourth.** The **company** will not have classes or groups of members, therefore there is only one class of members. Each member shall share the same relative rights, powers, preferences, limitations, and voting powers.
- Fifth.** The name, place of residence, and citizenship of each organizer are as follows:

Name	Residence	Citizenship
George Karfunkel	Brooklyn, NY, USA	USA
Michael Karfunkel	Brooklyn, NY, USA	USA
Cameron Blanks	Cremorne Point, Australia	Australia
Timothy J. Sims	Terrey Hills, Australia	Australia
Paul J. McCullagh	Tamarama, Australia	Ireland
Joseph John O'Brien	Bondi Beach, Australia	USA
Jay F. Krehbiel	Darling Point, Australia	USA

- Sixth.** The **term** of existence of the trust company is to be until December 31, 2030, unless the interest holders agree to extend such date.
- Seventh.** The **number** of managers of the company is to be not less than seven nor more than fifteen.
- Eighth.** The **names** of the organizers who shall manage the company until the first annual meeting of members are as follows: George Karfunkel, Michael Karfunkel, Cameron Blanks, Timothy J. Sims, Paul J. McCullagh, Joseph John O'Brien, and Jay F. Krehbiel.
- Ninth.** The limited liability **trust** company is to exercise the powers conferred by Section 100 of the Banking Law. The limited liability trust company shall neither accept deposits nor make loans except for deposits and loans arising directly from the exercise of the fiduciary powers specified in Section 100 of the Banking Law.

IN WITNESS WHEREOF, We have made, signed, and acknowledged this certificate in duplicate this \_\_\_\_\_ day of March 2008.

/s/ George Karfunkel

George Karfunkel

Paul J. McCullagh

/s/ Michael Karfunkel

Michael Karfunkel

Joseph John O'Brien

Cameron Blanks

Jay F. Krehbiel

Timothy J. Sims

NOTARY:

State of NY            )  
                                  )ss.:  
County of Kings        )

On this 28<sup>th</sup> day of March, 2008 personally appeared before me

George Karfunkel

Michael Karfunkel

to me known to be the persons described in and who executed the foregoing certificate, and severally acknowledged that they executed the same.

/s/ Anthony J. Foti  
Anthony J. Foti  
Notary Public, State of New York  
No. 01FO6022425  
Qualified in Kings County  
Commission Expires March 29, 2011

IN WITNESS WHEREOF, We have made, signed, and acknowledged this certificate in duplicate this \_\_\_\_\_ day of March 2008.

\_\_\_\_\_  
George Karfunkel

\_\_\_\_\_  
Michael Karfunkel

\_\_\_\_\_  
/s/ Cameron Blanks  
Cameron Blanks

\_\_\_\_\_  
/s/ Timothy J. Sims  
Timothy J. Sims

\_\_\_\_\_  
/s/ Paul J. McCullagh  
Paul J. McCullagh

\_\_\_\_\_  
Joseph John O’Brien

\_\_\_\_\_  
/s/ Jay F. Krehbiel  
Jay F. Krehbiel

NOTARY:

State of New South Wales        )  
                                                  ) ss.:  
County of Australia                )

On this 27th day of March, 2008 personally appeared before me

\_\_\_\_\_  
Cameron R. Blanks

\_\_\_\_\_  
Timothy J. Sims

\_\_\_\_\_  
Paul J. McCullagh

\_\_\_\_\_  
Jay F. Krehbiel

to me known to be the persons described in and who executed the foregoing certificate, and severally acknowledged that they executed the same.

\_\_\_\_\_  
/s/ **Brendan Anthony Bateman**  
Brendan Anthony Bateman

IN WITNESS WHEREOF, We have made, signed, and acknowledged this certificate in duplicate this \_\_\_\_\_ day of March 2008.

George Karfunkel

Paul J. McCullagh

Michael Karfunkel

/s/ Joseph John O’Brien  
Joseph John O’Brien

Cameron Blanks

Jay F. Krehbiel

Timothy J. Sims

NOTARY:	Kingdom of Thailand	}
	Bangkok Metropolis	} ss
	Embassy of the United States of America	}
State of		}
County of		}

On this \_\_\_\_\_ day of Mar 27 2008, \_\_\_\_\_ personally appeared before me

\* Joseph John O’Brien \*

\_\_\_\_\_  
\_\_\_\_\_

to be the persons described in and who executed the foregoing certificate, and severally acknowledged that they executed the same.

/s/ Chamnannuch Scherer  
Chamnannuch Scherer

Consular Associate of the United States of America

Indefinite

*State of New York*  
**Banking Department**

**Whereas**, the Articles of Organization of **AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**, of New York, New York, have heretofore been duly approved and said **AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC** has complied with the provisions of Chapter 2 of the Consolidated Laws,

Now Therefore I, David S. Fedsall, as Deputy Superintendent of Banks of the State of New York, do hereby authorize the said **AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC** to transact the business of a Limited Liability Trust Company, at 59 Maiden Lane, Borough of Manhattan, City of New York within this State.

**In Witness Whereof**, I have hereunto set my hand and affixed the official seal of the Banking Department, this 30<sup>th</sup> day of May in the year two thousand and eight.

/s/ David S. Fedsall

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Deputy Superintendent of Banks

**THIRD AMENDED AND RESTATED  
LIMITED LIABILITY TRUST COMPANY AGREEMENT  
OF**

**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY TRUST COMPANY AGREEMENT (as amended, amended and restated, supplemented or modified from time to time, the “Agreement”) of American Stock Transfer & Trust Company, LLC (the “Company”) dated as of this 29th day of June, 2015, by Armor Holding II LLC, as the sole member of the Company (the “Member”) amends and restates the Second Amended and Restated Limited Liability Trust Company Agreement of the Company dated as of June 26, 2013 (as amended by that certain First Amendment to the Second Amended and Restated Limited Liability Trust Company Agreement of the Company dated as of April 23, 2014) in its entirety.

**RECITAL**

The Member converted the Company into a limited liability trust company under the laws of the State of New York and now desires to amend and restate the written agreement governing the affairs of the Company in accordance with the provisions of the Limited Liability Company Law of the State of New York and any successor statute, as amended from time to time (the “Act”) and the Banking Law of the State of New York and any successor statute, as amended from time to time (the “Banking Law”).

**ARTICLE 1**

The Limited Liability Trust Company

a. Formation. The Member previously converted the Company into a limited liability trust company pursuant to the Act and the Banking Law; such conversion of the Company from a New York trust company into a New York limited liability trust company was approved by the New York Banking Board on April 17, 2008 in conformity with Section 102-a(3) of the Banking Law. The conversion to a limited liability trust company became effective on May 30, 2008, when the New York State Banking Department issued an Authorization Certificate for the converted entity.

b. Name. The name of the Company shall be “American Stock Transfer & Trust Company, LLC” and its business shall be carried on in such name with such variations and changes as the Board (as hereinafter defined) shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company’s operations are conducted.

c. Business Purpose; Powers. The purposes for which the Company is formed are:

(i) to exercise the powers conferred by Section 100 of the Banking Law, including corporate trust powers; personal trust powers; pension trust powers for tax-qualified pension trusts and retirement plans; and common or collective trust powers; provided, however, that the Company shall neither accept deposits nor make loans except for deposits and loans arising directly from the exercise of its fiduciary powers as specified in this Section 1(c); and

(ii) in furtherance of the foregoing, to engage in any lawful act or activity for which limited liability trust companies may be formed under the Banking Law.

d. Registered Office and Agent. The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is 6201 15th Avenue, Brooklyn, New York 11219.

e. Term. Subject to the provisions of Article 6 below, the Company shall continue until December 31, 2030, unless the Members agree to extend such date.

## ARTICLE 2

### The Member

a. The Member. The name and address of the Member is as follows:

<u>Name</u>	<u>Address</u>
Armor Holding II LLC	6201 15th Avenue,
Brooklyn, New York 11219	

b. Actions by the Member; Meetings. All actions taken by the Member must be duly authorized by the board of managers of the Member (the “Member’s Board”) in accordance with the Shareholders Agreement (as hereinafter defined). Subject to the foregoing sentence, the Member may approve a matter or take any action at a meeting or without a meeting by the written consent of the Member. Meetings of the Member may be called at any time by the Member.

c. Liability of the Member. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, except as otherwise provided for by law.

d. Power to Bind the Company. Except as required by the Act or the Banking Law, the Member (acting in its capacity as such) shall have no authority to bind the Company to any third party with respect to any matter.

e. Admission of Members. New members shall be admitted only upon the prior written approval of the Member.

f. Engagement of Third Parties. The Company, may, from time to time, employ any Person or engage third parties to render services to the Company on such terms and for such compensation as the Member may reasonably determine, including, attorneys, investment consultants, brokers or finders, independent auditors and printers. Such employees and third parties may be affiliates of any Member. Persons retained, engaged or employed by the Company may also be engaged, retained or employed by and act on behalf of one or more Member or any of their respective affiliates.

## ARTICLE 3

### The Board

#### a. Management By Board of Managers.

(i) Subject to such matters which are expressly reserved hereunder, under the Act, under the Banking Law or under that certain Fourth Amended and Restated Shareholders Agreement, dated as of June 20, 2014, as amended from time to time, among the Shareholders of Armor Holdco, Inc. and Armor Holdco, Inc. (the "Shareholders Agreement"), to the Member for decision, the business and affairs of the Company shall be managed by a board of managers (the "Board"), which shall be responsible for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. In accordance with Section 7002 of the Banking Law, the Board shall consist of seven (7) to fifteen (15) individuals (the "Managers"). Such Managers shall be determined from time to time by resolution of the Member in accordance with Section 4.2 of the Shareholders Agreement.

(ii) Each Manager shall be elected by the Member and shall serve until his or her successor has been duly elected and qualified, or until his or her earlier removal, resignation, death or disability. Subject to the provisions of clause (iii) below, the Member may remove any Manager from the Board or from any other capacity with the Company at any time, with or without cause. A Manager may resign at any time upon written notice to the Member.

(iii) The Member may take all actions that it deems necessary to cause the Board to consist of the same managers who serve on the Member's Board; provided that, subject to Article 3(a)(i), the number of independent directors who serve on the Board may be greater or less than the number of independent directors who serve on the Member's Board; provided, further, that in no event shall the Board be composed of less than three (3) independent directors. Accordingly, if any person who is a member of the Members' Board ceases to be a member of such board for any reason, the Member may take such action as is necessary to remove such person from the Board and elect to the Board the person appointed to the Member's Board in place of such person.

(iv) Any vacancy occurring on the Board as a result of the resignation, removal, death or disability of a Manager or an increase in the size of the Board shall be filled by the Member. A Manager chosen to fill a vacancy resulting from the resignation, removal, death or disability of a Manager shall serve the unexpired term of his or her predecessor in office.

#### b. Action By the Board.

(i) In accordance with Section 7010 of the Banking Law, a regular meeting of the Board shall be held at least ten (10) times a year; provided, however, that during any three (3) consecutive months, the Board shall meet at least twice. Each Manager may call a meeting of the Board upon two (2) days prior written notice to each Manager. The presence of a majority of the Managers then in office shall constitute a quorum at any meeting of the Board. All actions of the Board shall require the affirmative vote of a majority of the Managers then in office.

(ii) Meetings of the Board may be conducted in person or by conference telephone facilities. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve such action pursuant to the terms of this Agreement consent thereto in writing. Notice of any meeting may be waived by any Manager.

c. Power to Bind Company. None of the Managers (acting in their capacity as such) shall have authority to bind the Company to any third party with respect to any matter unless the Board shall have approved such matter and authorized such Manager(s) to bind the Company with respect thereto.

d. Officers and Related Persons.

(i) The Board shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company. The Board, to the extent permitted by applicable law and as provided in any resolution of the Board, may, from time to time in its sole and absolute discretion and without limitation, delegate such duties or any or all of its authority, rights and/or obligations, to any one or more officers, employees, agents, consultants or other duly authorized representatives of the Company as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters in accordance with the scope of their respective duties.

#### ARTICLE 4

##### Capital Structure and Contributions

a. Capital Structure. The capital structure of the Company shall consist of one class of common interests, par value \$1.00 (the “Common Interests”). Each Common Interest shall entitle its holder to one vote per Common Interest on each matter on which the Member shall be entitled to vote. All Common Interests shall be identical with each other in every respect. The Company shall be authorized to issue 5,000,000 Common Interests. In exchange for all of the outstanding shares of American Stock Transfer & Trust Company held by the Member, the 5,000,000 Common Interests shall be issued to the Member. The Member shall own all of the Common Interests issued and outstanding.

b. Capital Contributions. From time to time, the Board may determine that the Company requires capital and may request the Member to make capital contribution(s) in an amount determined by the Board. A capital account shall be maintained for the Member, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

c. Right to Issue Certificates. The ownership of a Common Interest by a Member shall be evidenced by a certificate (a “Certificate”) issued by the Company. All Common Interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in any jurisdiction, including without limitation the State of New York.

d. Form of Certificates. Certificates attesting to the ownership of Common Interests in the Company shall be in substantially the form set forth in Exhibit A hereto and shall state that the Company is a limited liability trust company formed under the laws of the State of New York, the name of the Member to whom such Certificate is issued and that the Certificate represents limited liability trust company interests within the meaning of the Act and the Banking Law. Each Certificate shall bear the following legend:

“THIS CERTIFICATE EVIDENCES COMMON INTERESTS IN THE AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC (THE “COMPANY”) AND SHALL BE A SECURITY FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE. THE COMMON INTERESTS REPRESENTED BY THIS CERTIFICATE

ARE SUBJECT TO THE PROVISIONS OF THE THIRD AMENDED AND RESTATED LIMITED LIABILITY TRUST COMPANY AGREEMENT OF THE COMPANY DATED AS OF JUNE 29, 2015 (AS MAY BE AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "LLTC AGREEMENT"). A COPY OF THE LLTC AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS."

e. Execution. Each Certificate shall be signed by the Chief Executive Officer, the President, the Secretary, an Assistant Secretary or other authorized officer or person of the Company by either manual or facsimile signature.

f. Registrar. The Company shall maintain an office where Certificates may be presented for registration of transfer or for exchange. Unless otherwise designated, the Secretary of the Company shall act as registrar and shall keep a register of the Certificates and of their transfer and exchange.

g. Issuance. The Certificates of the Company shall be numbered and registered in the interest register or transfer books of the Company as they are issued.

h. Common Interest Holder Lists. The Company shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all holders of Common Interests.

i. Transfer and Exchange. When Certificates are presented to the Company with a request to register a transfer, the Company shall register the transfer or make the exchange on the register or transfer books of the Company; provided, that any Certificates presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Company duly executed by the holder thereof or his attorney duly authorized in writing. Notwithstanding the foregoing, the Company shall not be required to register the transfer, or exchange, any Certificate if as a result the transfer of the Common Interest at issue would cause the Company or the Member to violate the Securities Act, the Exchange Act, the Investment Company Act, or the laws, rules, regulations, orders and other directives of any Governmental Authority or otherwise violate the terms of this Agreement or the Shareholders Agreement.

j. Record Holder. Except to the extent that the Company shall have received written notice of an assignment of Common Interests and such assignment complies with the requirements of Section 7(a) of this Agreement, the Company shall be entitled to treat the individual or entity in whose name any Certificates issued by the Company stand on the books of the Company as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such Common Interests on the part of any other individual or entity.

k. Replacement Certificates. If any mutilated Certificate is surrendered to the Company, or the Company receives evidence to its satisfaction of the destruction, loss or theft of any Certificate, the Company shall issue a replacement Certificate if the requirements of Section 8-405 of the Uniform Commercial Code are met. If required by the Company, an indemnity and/or the deposit of a bond in such form and in such sum, and with such surety or sureties as the Company may direct,

must be supplied by the holder of such lost, destroyed or stolen Certificate that is sufficient in the judgment of the Company to protect the Company from any loss that it may suffer if a Certificate is replaced. The Company may charge for its expenses incurred in connection with replacing a Certificate.

## ARTICLE 5

### Profits, Losses and Distributions

a. Profits and Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Board. In each year, profits and losses shall be allocated entirely to the Member.

b. Distributions. The Board shall determine profits available for distribution and the amount, if any, to be distributed to the Member, and shall authorize and distribute on the Common Interests, the determined amount when, as and if declared by the Board. The distributions of the Company shall be allocated entirely to the Member, provided, however, such distributions are in accordance with the Banking Law.

## ARTICLE 6

### Events of Dissolution

The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events (each, an "Event of Dissolution"):

- a. The Board votes for dissolution; or
- b. A dissolution of the Company under Section 102-a(2) of the Banking Law or Section 701 of the Act.

## ARTICLE 7

### Transfer of Interests in the Company

Except upon approval of the Member's Board in accordance with Section 4.2 of the Member's Shareholder's Agreement, the Member may sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its Common Interests and, upon receipt by the Company of a written agreement executed by the person or entity to whom such Common Interests are to be transferred agreeing to be bound by the terms of this Agreement, such person shall be admitted as a member.

## ARTICLE 8

### Exculpation and Indemnification

a. Exculpation. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act or Banking Law. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, Managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its

property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

b. **Indemnification.** To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("**Claims**"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 8 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 8.

c. **Insurance.** The Board in its discretion shall have the power to cause the Company to purchase and maintain insurance in accordance with, and subject to, the Act and Banking Law.

d. **Amendments.** Any repeal or modification of this Article 8 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article 8, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## **ARTICLE 9**

### **Miscellaneous**

a. **Tax Treatment.** Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

b. **Amendments.** Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Member. An amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval or as otherwise provided in the Act.

c. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereof.

e. Limited Liability Trust Company. The Member intends to form a limited liability trust company and does not intend to form a partnership under the laws of the State of New York or any other laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

**ARMOR HOLDING II LLC**, as sole member

By: /s/ Martin G. Flanigan

Name: Martin G. Flanigan

Title: Chief Financial Officer

[Signature Page to Third Amended and Restated Limited Liability Trust Company Agreement]

[FORM OF CERTIFICATE]

Number [\*]

Common Interest [\*]

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

a limited liability trust company formed under the laws of the State of New York

Limited Liability Trust Company Common Interest

[Legend]

THIS CERTIFICATE EVIDENCES COMMON INTERESTS IN THE AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC (THE “COMPANY”) AND SHALL BE A SECURITY FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE. THE COMMON INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF THE THIRD AMENDED AND RESTATED LIMITED LIABILITY TRUST COMPANY AGREEMENT OF THE COMPANY DATED AS OF JUNE 29, 2015 (AS MAY BE AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “LLTC AGREEMENT”). A COPY OF THE LLTC AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS.

This Certifies that \_\_\_\_\_ is the owner of \_\_\_\_\_ fully paid and non-assessable Common Interests of the above-named Company and is entitled to the full benefits and privileges of such Common Interest, subject to the duties and obligations, as more fully set forth in the Agreements. This Certificate is transferable on the books of the Company by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed.

**IN WITNESS WHEREOF**, the said Limited Liability Company has caused this Certificate, and the Common Interest it represents, to be signed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
[Name]  
[Title]

[Exhibit A to Third Amended and Restated Limited Liability Trust Company Agreement]

August 15, 2016

Securities and Exchange Commission  
Washington, DC 20549

Gentlemen:

Pursuant to the provisions of Section 321 (b) of the Trust Indenture Act of 1939, and subject to the limitations therein contained, American Stock Transfer & Trust Company, LLC hereby consents that reports of examinations of said corporation by Federal, State, Territorial or District authorities may be furnished by such authorities to you upon request therefor.

Very truly yours,

AMERICAN STOCK TRANSFER  
& TRUST COMPANY, LLC

By: /s/ Paul H. Kim

Name: Paul H. Kim

Title: Assistant General Counsel

Schedule RC

15

## Consolidated Report of Condition for Insured Banks and Savings Associations for June 30, 2016

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

### Schedule RC—Balance Sheet

Dollar Amounts in Thousands		Amount	
<b>Assets</b>			
1. Cash and balances due from depository institutions (from Schedule RC-A):			
a. Noninterest-bearing balances and currency and coin (1)	RCON0081	160	1.a.
b. Interest-bearing balances (2)	RCON0071	7,966	1.b.
2. Securities:			
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCON1754	0	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCON1773	0	2.b.
3. Federal funds sold and securities purchased under agreements to resell:			
a. Federal funds sold	RCONB987	0	3.a.
b. Securities purchased under agreements to resell (3)	RCONB989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			
a. Loans and leases held for sale	RCON5369	0	4.a.
b. Loans and leases, net of unearned income	RCONB528	0	4.b.
c. LESS: Allowance for loan and lease losses	RCON3123	0	4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCONB529	0	4.d.
5. Trading assets (from Schedule RC-D)		RCON3545	0
6. Premises and fixed assets (including capitalized leases)		RCON2145	18,928
7. Other real estate owned (from Schedule RC-M)		RCON2150	21,476
8. Investments in unconsolidated subsidiaries and associated companies		RCON2130	0
9. Direct and indirect investments in real estate ventures		RCON3656	0
10. Intangible assets:			
a. Goodwill	RCON3163	270,264	10.a.
b. Other intangible assets (from Schedule RC-M)	RCON0426	214,829	10.b.
11. Other assets (from Schedule RC-F)		RCON2160	42,583
12. Total assets (sum of items 1 through 11)		RCON2170	576,206

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements, regardless of maturity.

Schedule RC

16

## Schedule RC—Continued

Dollar Amounts in Thousands		Amount	
<b>Liabilities</b>			
13. Deposits:			
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)		RCON2200	0
(1) Noninterest-bearing (1)		RCON6631	0
(2) Interest-bearing		RCON6636	0
b. Not applicable			
14. Federal funds purchased and securities sold under agreements to repurchase:			
a. Federal funds purchased (2)		RCONB993	0
b. Securities sold under agreements to repurchase (3)		RCONB995	0
15. Trading liabilities (from Schedule RC-D)		RCON3548	0
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)		RCON3190	1,270
17. Not applicable			
18. Not applicable			
19. Subordinated notes and debentures (4)		RCON3200	0
20. Other liabilities (from Schedule RC-G)		RCON2930	20,654
21. Total liabilities (sum of items 13 through 20)		RCON2948	21,924
22. Not applicable			
<b>Equity Capital</b>			
<b>Bank Equity Capital</b>			
23. Perpetual preferred stock and related surplus		RCON3838	0
24. Common stock		RCON3230	5,000
25. Surplus (exclude all surplus related to preferred stock)		RCON3839	1,044,203
26.			
a. Retained earnings		RCON3632	(494,921)
b. Accumulated other comprehensive income (5)		RCONB530	0
c. Other equity capital components (6)		RCONA130	0
27.			
a. Total bank equity capital (sum of items 23 through 26.c)		RCON3210	554,282
b. Noncontrolling (minority) interests in consolidated subsidiaries		RCON3000	0
28. Total equity capital (sum of items 27.a and 27.b)		RCONG105	554,282
29. Total liabilities and equity capital (sum of items 21 and 28)		RCON3300	576,206

(1) Includes noninterest-bearing demand, time, and savings deposits.

(2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

(3) Includes all securities repurchase agreements, regardless of maturity.

(4) Includes limited-life preferred stock and related surplus.

(5) Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.

(6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.

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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM T-1**

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**STATEMENT OF ELIGIBILITY**  
**UNDER THE TRUST INDENTURE ACT OF 1939 OF A**  
**CORPORATION DESIGNATED TO ACT AS TRUSTEE**

☐ Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)

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**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**  
(Exact name of trustee as specified in its charter)

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**New York**  
(State of incorporation of  
organization if not a U.S. national bank)

**13-3439945**  
(I.R.S. Employer  
Identification Number)

**6201 15th Avenue, Brooklyn, New York**  
(Address of principal executive offices)

**11219**  
(Zip Code)

**Paul H. Kim**  
**American Stock Transfer & Trust Company, LLC**  
**6201 15th Avenue**  
**Brooklyn, NY 11219**  
**(718) 921-8183**  
(Name, address and telephone number of agent for service)

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**Comstock Resources, Inc.**  
(Exact name of obligor as specified in its character)

**Nevada**  
(State or other jurisdiction of  
incorporation or organization)

**94-1667468**  
(I.R.S. Employer  
Identification Number)

**5300 Town and Country Blvd., Suite 500**  
**Frisco, Texas**  
(Address of principal executive offices)

**75034**  
(Zip Code)

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**9 1/2% Convertible Secured PIK Notes due 2020**  
(Title of the Indenture Securities)

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**Item 1. General Information.**

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

New York State Department of Financial Services  
One State Street  
New York, NY 10004-1511

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

**Item 2. Affiliations with Obligor.**

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

**Items 3-15.**

Items 3-15 are not applicable because, to the best of the trustee’s knowledge, the obligor is not in default under any indenture for which the trustee acts as trustee.

**Item 16. List of Exhibits.**

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the “Act”) and 17 C.F.R. 229.10(d).

<u>Exhibit</u>	<u>Exhibit Title</u>
T-1.1	A copy of the Articles of Organization of the Trustee, as amended to date
T-1.2	A copy of the Certificate of Authority of the Trustee to commence business
T-1.4	Limited Liability Trust Company Agreement of the Trustee
T-1.6	The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939
T-1.7	A copy of the latest report of condition of the Trustee published pursuant to law or the requirements of its supervising or examining authority

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**SIGNATURE**

Pursuant to the requirements of the Trust Indenture Act of 1939, the trustee, American Stock Transfer & Trust Company, LLC, a limited liability trust company organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 15th day of August, 2016.

AMERICAN STOCK TRANSFER  
& TRUST COMPANY, LLC

Trustee

By: /s/ Paul H. Kim

Name: Paul H. Kim

Title: Assistant General Counsel

**ARTICLES OF ORGANIZATION**  
**OF**  
**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**

We, the undersigned, all being of full age, four of us being citizens of the United States, having associated ourselves together for the purposes of forming a limited liability trust company under and pursuant to the Banking Law of the State of New York, do hereby certify the following:

- First.** The name by which the limited liability trust company is to be known is American Stock Transfer & Trust Company, LLC.
- Second.** The place where its principal office is to be located is 59 Maiden Lane, Borough of Manhattan, City, County, and State of New York.
- Third.** The amount of its capital contributions is to be Five Million Dollars (\$5,000,000), and the number of units into which such capital contributions are to be divided is five million (5,000,000) units with a par value of \$1.00 each.
- Fourth.** The **company** will not have classes or groups of members, therefore there is only one class of members. Each member shall share the same relative rights, powers, preferences, limitations, and voting powers.
- Fifth.** The name, place of residence, and citizenship of each organizer are as follows:

<b>Name</b>	<b>Residence</b>	<b>Citizenship</b>
George Karfunkel	Brooklyn, NY, USA	USA
Michael Karfunkel	Brooklyn, NY, USA	USA
Cameron Blanks	Cremorne Point, Australia	Australia
Timothy J. Sims	Terrey Hills, Australia	Australia
Paul J. McCullagh	Tamarama, Australia	Ireland
Joseph John O'Brien	Bondi Beach, Australia	USA
Jay F. Krehbiel	Darling Point, Australia	USA

- Sixth.** The **term** of existence of the trust company is to be until December 31, 2030, unless the interest holders agree to extend such date.
- Seventh.** The **number** of managers of the company is to be not less than seven nor more than fifteen.
- Eighth.** The **names** of the organizers who shall manage the company until the first annual meeting of members are as follows: George Karfunkel, Michael Karfunkel, Cameron Blanks, Timothy J. Sims, Paul J. McCullagh, Joseph John O'Brien, and Jay F. Krehbiel.
- Ninth.** The limited liability **trust** company is to exercise the powers conferred by Section 100 of the Banking Law. The limited liability trust company shall neither accept deposits nor make loans except for deposits and loans arising directly from the exercise of the fiduciary powers specified in Section 100 of the Banking Law.

IN WITNESS WHEREOF, We have made, signed, and acknowledged this certificate in duplicate this \_\_\_\_\_ day of March 2008.

/s/ George Karfunkel

George Karfunkel

Paul J. McCullagh

/s/ Michael Karfunkel

Michael Karfunkel

Joseph John O'Brien

Cameron Blanks

Jay F. Krehbiel

Timothy J. Sims

NOTARY:

State of NY            )  
                                  )ss.:  
County of Kings        )

On this 28<sup>th</sup> day of March, 2008 personally appeared before me

George Karfunkel

Michael Karfunkel

to me known to be the persons described in and who executed the foregoing certificate, and severally acknowledged that they executed the same.

/s/ Anthony J. Foti  
Anthony J. Foti  
Notary Public, State of New York  
No. 01FO6022425  
Qualified in Kings County  
Commission Expires March 29, 2011

IN WITNESS WHEREOF, We have made, signed, and acknowledged this certificate in duplicate this \_\_\_\_\_ day of March 2008.

George Karfunkel	/s/ Paul J. McCullagh Paul J. McCullagh
Michael Karfunkel	Joseph John O'Brien
/s/ Cameron Blanks Cameron Blanks	/s/ Jay F. Krehbiel Jay F. Krehbiel
/s/ Timothy J. Sims Timothy J. Sims	

NOTARY:

State of New South Wales )  
 ) ss.:  
County of Australia )

On this 27th day of March, 2008 personally appeared before me

Cameron R. Blanks	Paul J. McCullagh
Timothy J. Sims	Jay F. Krehbiel

to me known to be the persons described in and who executed the foregoing certificate, and severally acknowledged that they executed the same.

/s/ Brendan Anthony Bateman

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Brendan Anthony Bateman

IN WITNESS WHEREOF, We have made, signed, and acknowledged this certificate in duplicate this \_\_\_\_\_ day of March 2008.

George Karfunkel

Paul J. McCullagh

Michael Karfunkel

/s/ Joseph John O’Brien  
Joseph John O’Brien

Cameron Blanks

Jay F. Krehbiel

Timothy J. Sims

NOTARY:	Kingdom of Thailand	}
	Bangkok Metropolis	} ss
	Embassy of the United States of America	}
State of		}
County of		}

On this \_\_\_\_\_ day of \_\_\_\_\_ Mar 27 2008, \_\_\_\_\_ personally appeared before me

\* Joseph John O’Brien \*

\_\_\_\_\_  
\_\_\_\_\_

to be the persons described in and who executed the foregoing certificate, and severally acknowledged that they executed the same.

/s/ Chamnannuch Scherer  
Chamnannuch Scherer

Consular Associate of the United States of America

Indefinite

*State of New York*  
**Banking Department**

**Whereas**, the Articles of Organization of **AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**, of New York, New York, have heretofore been duly approved and said **AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC** has complied with the provisions of Chapter 2 of the Consolidated Laws,

Now Therefore I, David S. Fedsall, as Deputy Superintendent of Banks of the State of New York, do hereby authorize the said **AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC** to transact the business of a Limited Liability Trust Company, at 59 Maiden Lane, Borough of Manhattan, City of New York within this State.

**In Witness Whereof**, I have hereunto set my hand and affixed the official seal of the Banking Department, this 30<sup>th</sup> day of May in the year two thousand and eight.

/s/ David S. Fedsall

Deputy Superintendent of Banks

**THIRD AMENDED AND RESTATED  
LIMITED LIABILITY TRUST COMPANY AGREEMENT  
OF**

**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY TRUST COMPANY AGREEMENT (as amended, amended and restated, supplemented or modified from time to time, the “Agreement”) of American Stock Transfer & Trust Company, LLC (the “Company”) dated as of this 29th day of June, 2015, by Armor Holding II LLC, as the sole member of the Company (the “Member”) amends and restates the Second Amended and Restated Limited Liability Trust Company Agreement of the Company dated as of June 26, 2013 (as amended by that certain First Amendment to the Second Amended and Restated Limited Liability Trust Company Agreement of the Company dated as of April 23, 2014) in its entirety.

**RECITAL**

The Member converted the Company into a limited liability trust company under the laws of the State of New York and now desires to amend and restate the written agreement governing the affairs of the Company in accordance with the provisions of the Limited Liability Company Law of the State of New York and any successor statute, as amended from time to time (the “Act”) and the Banking Law of the State of New York and any successor statute, as amended from time to time (the “Banking Law”).

**ARTICLE 1**

The Limited Liability Trust Company

a. Formation. The Member previously converted the Company into a limited liability trust company pursuant to the Act and the Banking Law; such conversion of the Company from a New York trust company into a New York limited liability trust company was approved by the New York Banking Board on April 17, 2008 in conformity with Section 102-a(3) of the Banking Law. The conversion to a limited liability trust company became effective on May 30, 2008, when the New York State Banking Department issued an Authorization Certificate for the converted entity.

b. Name. The name of the Company shall be “American Stock Transfer & Trust Company, LLC” and its business shall be carried on in such name with such variations and changes as the Board (as hereinafter defined) shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company’s operations are conducted.

c. Business Purpose; Powers. The purposes for which the Company is formed are:

(i) to exercise the powers conferred by Section 100 of the Banking Law, including corporate trust powers; personal trust powers; pension trust powers for tax-qualified pension trusts and retirement plans; and common or collective trust powers; provided, however, that the Company shall neither accept deposits nor make loans except for deposits and loans arising directly from the exercise of its fiduciary powers as specified in this Section 1(c); and

(ii) in furtherance of the foregoing, to engage in any lawful act or activity for which limited liability trust companies may be formed under the Banking Law.

d. Registered Office and Agent. The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is 6201 15th Avenue, Brooklyn, New York 11219.

e. Term. Subject to the provisions of Article 6 below, the Company shall continue until December 31, 2030, unless the Members agree to extend such date.

## ARTICLE 2

### The Member

a. The Member. The name and address of the Member is as follows:

Name

Armor Holding II LLC  
Brooklyn, New York 11219

Address

6201 15th Avenue,

b. Actions by the Member; Meetings. All actions taken by the Member must be duly authorized by the board of managers of the Member (the “Member’s Board”) in accordance with the Shareholders Agreement (as hereinafter defined). Subject to the foregoing sentence, the Member may approve a matter or take any action at a meeting or without a meeting by the written consent of the Member. Meetings of the Member may be called at any time by the Member.

c. Liability of the Member. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, except as otherwise provided for by law.

d. Power to Bind the Company. Except as required by the Act or the Banking Law, the Member (acting in its capacity as such) shall have no authority to bind the Company to any third party with respect to any matter.

e. Admission of Members. New members shall be admitted only upon the prior written approval of the Member.

f. Engagement of Third Parties. The Company, may, from time to time, employ any Person or engage third parties to render services to the Company on such terms and for such compensation as the Member may reasonably determine, including, attorneys, investment consultants, brokers or finders, independent auditors and printers. Such employees and third parties may be affiliates of any Member. Persons retained, engaged or employed by the Company may also be engaged, retained or employed by and act on behalf of one or more Member or any of their respective affiliates.

## ARTICLE 3

### The Board

#### a. Management By Board of Managers.

(i) Subject to such matters which are expressly reserved hereunder, under the Act, under the Banking Law or under that certain Fourth Amended and Restated Shareholders Agreement, dated as of June 20, 2014, as amended from time to time, among the Shareholders of Armor Holdco, Inc. and Armor Holdco, Inc. (the "Shareholders Agreement"), to the Member for decision, the business and affairs of the Company shall be managed by a board of managers (the "Board"), which shall be responsible for policy setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. In accordance with Section 7002 of the Banking Law, the Board shall consist of seven (7) to fifteen (15) individuals (the "Managers"). Such Managers shall be determined from time to time by resolution of the Member in accordance with Section 4.2 of the Shareholders Agreement.

(ii) Each Manager shall be elected by the Member and shall serve until his or her successor has been duly elected and qualified, or until his or her earlier removal, resignation, death or disability. Subject to the provisions of clause (iii) below, the Member may remove any Manager from the Board or from any other capacity with the Company at any time, with or without cause. A Manager may resign at any time upon written notice to the Member.

(iii) The Member may take all actions that it deems necessary to cause the Board to consist of the same managers who serve on the Member's Board; provided that, subject to Article 3(a)(i), the number of independent directors who serve on the Board may be greater or less than the number of independent directors who serve on the Member's Board; provided, further, that in no event shall the Board be composed of less than three (3) independent directors. Accordingly, if any person who is a member of the Members' Board ceases to be a member of such board for any reason, the Member may take such action as is necessary to remove such person from the Board and elect to the Board the person appointed to the Member's Board in place of such person.

(iv) Any vacancy occurring on the Board as a result of the resignation, removal, death or disability of a Manager or an increase in the size of the Board shall be filled by the Member. A Manager chosen to fill a vacancy resulting from the resignation, removal, death or disability of a Manager shall serve the unexpired term of his or her predecessor in office.

#### b. Action By the Board.

(i) In accordance with Section 7010 of the Banking Law, a regular meeting of the Board shall be held at least ten (10) times a year; provided, however, that during any three (3) consecutive months, the Board shall meet at least twice. Each Manager may call a meeting of the Board upon two (2) days prior written notice to each Manager. The presence of a majority of the Managers then in office shall constitute a quorum at any meeting of the Board. All actions of the Board shall require the affirmative vote of a majority of the Managers then in office.

(ii) Meetings of the Board may be conducted in person or by conference telephone facilities. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if such number of Managers sufficient to approve such action pursuant to the terms of this Agreement consent thereto in writing. Notice of any meeting may be waived by any Manager.

c. Power to Bind Company. None of the Managers (acting in their capacity as such) shall have authority to bind the Company to any third party with respect to any matter unless the Board shall have approved such matter and authorized such Manager(s) to bind the Company with respect thereto.

d. Officers and Related Persons.

(i) The Board shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company. The Board, to the extent permitted by applicable law and as provided in any resolution of the Board, may, from time to time in its sole and absolute discretion and without limitation, delegate such duties or any or all of its authority, rights and/or obligations, to any one or more officers, employees, agents, consultants or other duly authorized representatives of the Company as the Board deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters in accordance with the scope of their respective duties.

#### ARTICLE 4

##### Capital Structure and Contributions

a. Capital Structure. The capital structure of the Company shall consist of one class of common interests, par value \$1.00 (the “Common Interests”). Each Common Interest shall entitle its holder to one vote per Common Interest on each matter on which the Member shall be entitled to vote. All Common Interests shall be identical with each other in every respect. The Company shall be authorized to issue 5,000,000 Common Interests. In exchange for all of the outstanding shares of American Stock Transfer & Trust Company held by the Member, the 5,000,000 Common Interests shall be issued to the Member. The Member shall own all of the Common Interests issued and outstanding.

b. Capital Contributions. From time to time, the Board may determine that the Company requires capital and may request the Member to make capital contribution(s) in an amount determined by the Board. A capital account shall be maintained for the Member, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

c. Right to Issue Certificates. The ownership of a Common Interest by a Member shall be evidenced by a certificate (a “Certificate”) issued by the Company. All Common Interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in any jurisdiction, including without limitation the State of New York.

d. Form of Certificates. Certificates attesting to the ownership of Common Interests in the Company shall be in substantially the form set forth in Exhibit A hereto and shall state that the Company is a limited liability trust company formed under the laws of the State of New York, the name of the Member to whom such Certificate is issued and that the Certificate represents limited liability trust company interests within the meaning of the Act and the Banking Law. Each Certificate shall bear the following legend:

“THIS CERTIFICATE EVIDENCES COMMON INTERESTS IN THE AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC (THE “COMPANY”) AND SHALL BE A SECURITY FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE. THE COMMON INTERESTS REPRESENTED BY THIS CERTIFICATE

ARE SUBJECT TO THE PROVISIONS OF THE THIRD AMENDED AND RESTATED LIMITED LIABILITY TRUST COMPANY AGREEMENT OF THE COMPANY DATED AS OF JUNE 29, 2015 (AS MAY BE AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "LLTC AGREEMENT"). A COPY OF THE LLTC AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS."

e. Execution. Each Certificate shall be signed by the Chief Executive Officer, the President, the Secretary, an Assistant Secretary or other authorized officer or person of the Company by either manual or facsimile signature.

f. Registrar. The Company shall maintain an office where Certificates may be presented for registration of transfer or for exchange. Unless otherwise designated, the Secretary of the Company shall act as registrar and shall keep a register of the Certificates and of their transfer and exchange.

g. Issuance. The Certificates of the Company shall be numbered and registered in the interest register or transfer books of the Company as they are issued.

h. Common Interest Holder Lists. The Company shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all holders of Common Interests.

i. Transfer and Exchange. When Certificates are presented to the Company with a request to register a transfer, the Company shall register the transfer or make the exchange on the register or transfer books of the Company; provided, that any Certificates presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Company duly executed by the holder thereof or his attorney duly authorized in writing. Notwithstanding the foregoing, the Company shall not be required to register the transfer, or exchange, any Certificate if as a result the transfer of the Common Interest at issue would cause the Company or the Member to violate the Securities Act, the Exchange Act, the Investment Company Act, or the laws, rules, regulations, orders and other directives of any Governmental Authority or otherwise violate the terms of this Agreement or the Shareholders Agreement.

j. Record Holder. Except to the extent that the Company shall have received written notice of an assignment of Common Interests and such assignment complies with the requirements of Section 7(a) of this Agreement, the Company shall be entitled to treat the individual or entity in whose name any Certificates issued by the Company stand on the books of the Company as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such Common Interests on the part of any other individual or entity.

k. Replacement Certificates. If any mutilated Certificate is surrendered to the Company, or the Company receives evidence to its satisfaction of the destruction, loss or theft of any Certificate, the Company shall issue a replacement Certificate if the requirements of Section 8-405 of the Uniform Commercial Code are met. If required by the Company, an indemnity and/or the deposit of a bond in such form and in such sum, and with such surety or sureties as the Company may direct, must be supplied by the holder of such lost, destroyed or stolen Certificate that is sufficient in the judgment of the Company to protect the Company from any loss that it may suffer if a Certificate is replaced. The Company may charge for its expenses incurred in connection with replacing a Certificate.

**ARTICLE 5**  
Profits, Losses and Distributions

a. Profits and Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Board. In each year, profits and losses shall be allocated entirely to the Member.

b. Distributions. The Board shall determine profits available for distribution and the amount, if any, to be distributed to the Member, and shall authorize and distribute on the Common Interests, the determined amount when, as and if declared by the Board. The distributions of the Company shall be allocated entirely to the Member, provided, however, such distributions are in accordance with the Banking Law.

**ARTICLE 6**  
Events of Dissolution

The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events (each, an "Event of Dissolution"):

- a. The Board votes for dissolution; or
- b. A dissolution of the Company under Section 102-a(2) of the Banking Law or Section 701 of the Act.

**ARTICLE 7**  
Transfer of Interests in the Company

Except upon approval of the Member's Board in accordance with Section 4.2 of the Member's Shareholder's Agreement, the Member may sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its Common Interests and, upon receipt by the Company of a written agreement executed by the person or entity to whom such Common Interests are to be transferred agreeing to be bound by the terms of this Agreement, such person shall be admitted as a member.

**ARTICLE 8**  
Exculpation and Indemnification

a. Exculpation. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act or Banking Law. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, Managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its

property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

b. Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 8 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Article 8.

c. Insurance. The Board in its discretion shall have the power to cause the Company to purchase and maintain insurance in accordance with, and subject to, the Act and Banking Law.

d. Amendments. Any repeal or modification of this Article 8 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article 8, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE 9

### Miscellaneous

a. Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

b. Amendments. Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Member. An amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval or as otherwise provided in the Act.

c. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall

be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereof.

e. Limited Liability Trust Company. The Member intends to form a limited liability trust company and does not intend to form a partnership under the laws of the State of New York or any other laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

**ARMOR HOLDING II LLC**, as sole member

By: /s/ Martin G. Flanigan

Name: Martin G. Flanigan

Title: Chief Financial Officer

[Signature Page to Third Amended and Restated Limited Liability Trust Company Agreement]

[FORM OF CERTIFICATE]

Number [\*]

Common Interest [\*]

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

a limited liability trust company formed under the laws of the State of New York

Limited Liability Trust Company Common Interest

[Legend]

THIS CERTIFICATE EVIDENCES COMMON INTERESTS IN THE AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC (THE “COMPANY”) AND SHALL BE A SECURITY FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE. THE COMMON INTERESTS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF THE THIRD AMENDED AND RESTATED LIMITED LIABILITY TRUST COMPANY AGREEMENT OF THE COMPANY DATED AS OF JUNE 29, 2015 (AS MAY BE AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “LLTC AGREEMENT”). A COPY OF THE LLTC AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS.

This Certifies that \_\_\_\_\_ is the owner of \_\_\_\_\_ fully paid and non-assessable Common Interests of the above-named Company and is entitled to the full benefits and privileges of such Common Interest, subject to the duties and obligations, as more fully set forth in the Agreements. This Certificate is transferable on the books of the Company by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed.

**IN WITNESS WHEREOF**, the said Limited Liability Company has caused this Certificate, and the Common Interest it represents, to be signed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
[Name]  
[Title]

[Exhibit A to Third Amended and Restated Limited Liability Trust Company Agreement]

August 15, 2016

Securities and Exchange Commission  
Washington, DC 20549

Gentlemen:

Pursuant to the provisions of Section 321 (b) of the Trust Indenture Act of 1939, and subject to the limitations therein contained, American Stock Transfer & Trust Company, LLC hereby consents that reports of examinations of said corporation by Federal, State, Territorial or District authorities may be furnished by such authorities to you upon request therefor.

Very truly yours,

AMERICAN STOCK TRANSFER  
& TRUST COMPANY, LLC

By: /s/ Paul H. Kim

Name: Paul H. Kim

Title: Assistant General Counsel

Schedule RC

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## Consolidated Report of Condition for Insured Banks and Savings Associations for June 30, 2016

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

### Schedule RC—Balance Sheet

Dollar Amounts in Thousands		Amount	
<b>Assets</b>			
1. Cash and balances due from depository institutions (from Schedule RC-A):			
a. Noninterest-bearing balances and currency and coin (1)	RCON0081	160	1.a.
b. Interest-bearing balances (2)	RCON0071	7,966	1.b.
2. Securities:			
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCON1754	0	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCON1773	0	2.b.
3. Federal funds sold and securities purchased under agreements to resell:			
a. Federal funds sold	RCONB987	0	3.a.
b. Securities purchased under agreements to resell (3)	RCONB989	0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			
a. Loans and leases held for sale	RCON5369	0	4.a.
b. Loans and leases, net of unearned income	RCONB528	0	4.b.
c. LESS: Allowance for loan and lease losses	RCON3123	0	4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCONB529	0	4.d.
5. Trading assets (from Schedule RC-D)		RCON3545	0
6. Premises and fixed assets (including capitalized leases)		RCON2145	18,928
7. Other real estate owned (from Schedule RC-M)		RCON2150	21,476
8. Investments in unconsolidated subsidiaries and associated companies		RCON2130	0
9. Direct and indirect investments in real estate ventures		RCON3656	0
10. Intangible assets:			
a. Goodwill	RCON3163	270,264	10.a.
b. Other intangible assets (from Schedule RC-M)	RCON0426	214,829	10.b.
11. Other assets (from Schedule RC-F)		RCON2160	42,583
12. Total assets (sum of items 1 through 11)		RCON2170	576,206

(1) Includes cash items in process of collection and unposted debits.

(2) Includes time certificates of deposit not held for trading.

(3) Includes all securities resale agreements, regardless of maturity.

Schedule RC

16

## Schedule RC—Continued

Dollar Amounts in Thousands		Amount	
<b>Liabilities</b>			
13. Deposits:			
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)		RCON2200	0
(1) Noninterest-bearing (1)		RCON6631	0
(2) Interest-bearing		RCON6636	0
b. Not applicable			
14. Federal funds purchased and securities sold under agreements to repurchase:			
a. Federal funds purchased (2)		RCONB993	0
b. Securities sold under agreements to repurchase (3)		RCONB995	0
15. Trading liabilities (from Schedule RC-D)		RCON3548	0
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)		RCON3190	1,270
17. Not applicable			
18. Not applicable			
19. Subordinated notes and debentures (4)		RCON3200	0
20. Other liabilities (from Schedule RC-G)		RCON2930	20,654
21. Total liabilities (sum of items 13 through 20)		RCON2948	21,924
22. Not applicable			
<b>Equity Capital</b>			
<b>Bank Equity Capital</b>			
23. Perpetual preferred stock and related surplus		RCON3838	0
24. Common stock		RCON3230	5,000
25. Surplus (exclude all surplus related to preferred stock)		RCON3839	1,044,203
26.			
a. Retained earnings		RCON3632	(494,921)
b. Accumulated other comprehensive income (5)		RCONB530	0
c. Other equity capital components (6)		RCONA130	0
27.			
a. Total bank equity capital (sum of items 23 through 26.c)		RCON3210	554,282
b. Noncontrolling (minority) interests in consolidated subsidiaries		RCON3000	0
28. Total equity capital (sum of items 27.a and 27.b)		RCONG105	554,282
29. Total liabilities and equity capital (sum of items 21 and 28)		RCON3300	576,206

(1) Includes noninterest-bearing demand, time, and savings deposits.

(2) Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

(3) Includes all securities repurchase agreements, regardless of maturity.

(4) Includes limited-life preferred stock and related surplus.

(5) Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.

(6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.