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

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**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 1)\***

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**Comstock Resources, Inc.**  
(Name of Issuer)

Common stock, par value \$0.50 per share  
(Title of Class of Securities)

205768302  
(CUSIP Number)

Thomas L. Walker  
Arkoma Drilling, L.P.  
Williston Drilling, L.P.  
One Cowboys Way  
Frisco Texas 75034  
972-497-4394

with a copy to:

Doug Rayburn  
Gibson, Dunn & Crutcher LLP  
2100 McKinney Ave., Suite 1100  
Dallas, Texas 75201  
214-698-3442

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

June 7, 2019  
(Date of Event Which Requires Filing of this Statement)

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

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

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

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAMES OF REPORTING PERSONS Arkoma Drilling, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION TX	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 66,806,077**
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 66,806,077**
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 66,806,077**	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 63.1%***	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

\* This Schedule 13D is filed by Arkoma Drilling, L.P. ("Arkoma"), Williston Drilling, L.P. ("Williston"), Blue Star Exploration Company (the "General Partner") and Jerral W. Jones (collectively, the "Reporting Persons"). The Reporting Persons expressly disclaim status as a group for purposes of this Schedule 13D.

\*\* Consists of 66,806,077 shares of common stock, par value \$0.50 per share ("Common Stock"), of Comstock Resources, Inc. (the "Issuer") held by Arkoma. The General Partner is the general partner of Arkoma and Mr. Jones is a director and the sole shareholder of the General Partner. By virtue of these relationships, the General Partner and Mr. Jones may be deemed to share voting and dispositive control over the shares of Common Stock held by Arkoma. Mr. Jones disclaims beneficial ownership of any shares of Common Stock held or beneficially owned by Arkoma or the General Partner.

\*\*\* The percentage is calculated based upon 105,868,064 outstanding shares of Common Stock as reported on the Issuer's Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission (the "SEC") on May 9, 2019 (the "Quarterly Report").

1	NAMES OF REPORTING PERSONS Williston Drilling, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION TX	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 21,765,352*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 21,765,352*
11	Aggregate amount beneficially owned by each reporting person 21,765,352*	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 20.6%**	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

\* Consists of 21,765,352 shares of Common Stock held by Williston. The General Partner is the general partner of Williston and Mr. Jones is a director and the sole shareholder of the General Partner. By virtue of these relationships, the General Partner and Mr. Jones may be deemed to share voting and dispositive control over the shares of Common Stock held by Williston. Mr. Jones disclaims beneficial ownership of any shares of Common Stock held or beneficially owned by Williston or the General Partner.

\*\* The percentage is calculated based upon 105,868,064 outstanding shares of Common Stock as reported on the Quarterly Report.

1	NAMES OF REPORTING PERSONS Blue Star Exploration Company	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION TX	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 88,571,429*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 88,571,429*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 88,571,429*	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 83.7%**	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

\* Consists of (i) 66,806,077 shares of Common Stock held by Arkoma and (ii) 21,765,352 shares of Common Stock held by Williston. The General Partner is the general partner of Arkoma and Williston and Mr. Jones is a director and the sole shareholder of the General Partner. By virtue of these relationships, the General Partner and Mr. Jones may be deemed to share voting and dispositive control over the shares of Common Stock held by Arkoma and Williston. Mr. Jones disclaims beneficial ownership of any shares of Common Stock held or beneficially owned by Arkoma, Williston or the General Partner.

\*\* The percentage is calculated based upon 105,868,064 outstanding shares of Common Stock as reported on the Quarterly Report.

1	NAMES OF REPORTING PERSONS Jerral W. Jones	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 88,571,429*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 88,571,429*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 88,571,429*	
12	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 83.7%**	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

\* Consists of (i) 66,806,077 shares of Common Stock held by Arkoma and (ii) 21,765,352 shares of Common Stock held by Williston. The General Partner is the general partner of Arkoma and Williston and Mr. Jones is a director and the sole shareholder of the General Partner. By virtue of these relationships, the General Partner and Mr. Jones may be deemed to share voting and dispositive control over the shares of Common Stock held by Arkoma and Williston. Mr. Jones disclaims beneficial ownership of any shares of Common Stock held or beneficially owned by Arkoma, Williston or the General Partner.

\*\* The percentage is calculated based upon 105,868,064 outstanding shares of Common Stock as reported on the Quarterly Report.

**EXPLANATORY NOTE**

This Amendment No. 1 (“Amendment No. 1”) amends the statement on Schedule 13D filed with the SEC on August 22, 2018 (the “Original Schedule 13D” and, together with Amendment No. 1, this “Schedule 13D”). The Original Schedule 13D remains in full force and effect, except as specifically amended by this Amendment No. 1. This Schedule 13D relates to shares of Common Stock of the Issuer.

**Item 4. Purpose of Transaction**

The information previously provided in response to Item 4 is hereby supplemented to include the following:

**Agreement and Plan of Merger**

On June 7, 2019, the Issuer entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Covey Park Energy LLC, a Delaware limited liability company (“Covey Park”), New Covey Park Energy LLC, a Delaware limited liability company (“Holdings”) and solely for purposes of Section 5.14 thereof, Covey Park Energy Holdings LLC, a Delaware limited liability company, pursuant to the terms of which Covey Park will merge with and into the Issuer, with the Issuer as the surviving entity of such merger (the “Merger”).

Pursuant to the terms of the Merger Agreement, at the effective time of the Merger, all of the equity of Covey Park that is issued and outstanding immediately prior to the effective time of the Merger, will be converted into the right to receive (i) 28,833,000 shares of Common Stock (subject to the terms and conditions of the Merger Agreement), (ii) 210,000 shares of preferred stock, \$10.00 par value per share (“Series A Preferred Stock”), of the Issuer newly designated as Series A Preferred Stock, and (iii) cash in an amount equal to \$700 million plus the Series A Preferred Balance (as defined in the Merger Agreement).

***Representations, Warranties and Covenants***

The Merger Agreement contains customary representations and warranties by the parties thereto. None of the representations and warranties of the parties included in the Merger Agreement survive the closing of the transactions.

The Merger Agreement contains customary pre-closing covenants of the parties, including the obligation of the Issuer and Covey Park (together with its subsidiaries) to conduct their respective businesses in the ordinary course consistent with past practice and to refrain from taking certain specified actions, subject to certain exceptions.

***Conditions to the Parties’ Obligations under the Merger Agreement***

The closing of the Merger Agreement is subject to the satisfaction of customary closing conditions, including the expiration or termination of applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the “HSR Act”), as well as the mailing of a written information statement of the type contemplated by Rule 14c-2 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) containing the information specified in Schedule 14C under the Exchange Act concerning the transactions contemplated by the Merger Agreement to the Issuer’s stockholders at least twenty days prior to the Closing Date (as defined in the Merger Agreement).

There can be no assurance that these closing conditions will be satisfied.

***Termination Rights***

The Merger Agreement contains certain customary termination rights, subject to certain conditions and exceptions, including, among others, in the event of the following: (i) if the closing has not occurred by November 30, 2019 (the “End Date”); (ii) by mutual written agreement of the Issuer and Covey Park; (iii) if the consummation of the transactions is prohibited by law; and (iv) for breach of a representation, warranty, covenant or other agreement by a party which has not been cured by the earlier of (x) 30 days following written notice from the other party of such breach and (y) the End Date.

If the Merger Agreement is terminated in accordance with its terms, other than certain specified liabilities that may become payable in certain circumstances, the Merger Agreement will become void and of no effect, without any liability or obligation on the part of the Issuer, on the one hand, or Covey Park and Holdings, on the other hand (except to the extent that such termination results from the willful and material breach by a party or fraud), other than certain specified sections of the Merger Agreement. In the event Covey Park terminates the Merger Agreement as a result of the Issuer’s inability to secure the necessary debt financing to consummate the Merger, the Issuer shall be responsible for a financing termination fee in the amount of \$100 million, which will be payable to Covey Park within five business days following the termination of the Merger Agreement.

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The foregoing description of the Merger Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement, a copy of which is attached hereto as Exhibit 7 and is incorporated in this Item 4 by reference.

### **Subscription Agreement**

In connection with the Merger, on June 7, 2019, the Issuer entered into a subscription agreement (the “Subscription Agreement”) with each of Arkoma Drilling CP, LLC, a Texas limited liability company (“Arkoma LLC”), and Williston Drilling CP, LLC, a Texas limited liability company (“Williston LLC” and, together with Arkoma LLC, the “Jones Purchasers”), pursuant to which the Jones Purchasers agreed to purchase, and the Issuer agreed to issue and sell to the Jones Purchasers in the aggregate: (i) 50,000,000 shares of Common Stock for total consideration of \$300 million; and (ii) 175,000 shares of Preferred Stock newly designated as Series B Preferred Stock (“Series B Preferred Stock”) for total consideration of \$175 million (together, the “Stock Issuance”).

The Subscription Agreement contains customary representations and warranties by the parties thereto. None of the representations and warranties of the parties included in the Subscription Agreement survive the closing of the transactions. The closing of the transactions contemplated under the Subscription Agreement is subject to customary closing conditions including that all representations and warranties are true and correct in all material respects at closing, each party has performed all pre-closing covenants, no action is pending or threatened to enjoin closing of the transactions contemplated under the Subscription Agreement and that the Merger is to be closed.

The foregoing description of the Subscription Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Subscription Agreement, a copy of which is attached hereto as Exhibit 8 and is incorporated in this Item 4 by reference.

### **Shareholders’ Agreement**

Concurrent with the execution of the Merger Agreement, the Issuer, Arkoma, Williston, the Jones Purchasers, Holdings and Mr. Jones entered into a Shareholders Agreement, dated June 7, 2019 (the “Shareholders Agreement”). The parties to the Shareholders Agreement, which will become effective upon the closing of the Merger, entered into the Shareholders Agreement to establish various arrangements with respect to the governance of the Issuer after the closing of the Merger and the other transactions contemplated by the Merger Agreement including, among other things, (i) the agreement by Arkoma, Williston, Mr. Jones and the Issuer to take all necessary to action to cause one individual designated by Holdings to serve on the board of directors of the Issuer (the “Board”) for so long as Holdings and its affiliates own a specified amount of equity in the Issuer, (ii) the agreement by Arkoma, Williston, Mr. Jones and the Issuer to ensure that the number of directors serving on the Board will not exceed nine for so long as Holdings and its affiliates own a specified amount of equity in the Issuer, (iii) the right of Holdings and its affiliates to participate in certain sales of equity in the Issuer by Arkoma and Williston and other entities controlled by Mr. Jones, and (iv) for so long as Holdings and its affiliates own a specified amount of equity in the Issuer, the Issuer has agreed not to take certain actions, including capital expenditures above a certain threshold and acquisitions above a certain threshold, without the consent of Holdings.

The foregoing description of the Shareholders Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Shareholders Agreement, a copy of which is attached hereto as Exhibit 9 and is incorporated in this Item 4 by reference.

### **Support Agreement**

Concurrent with the execution of the Merger Agreement, Holdings and Mr. Jones entered into a Support Agreement, dated as of June 7, 2019 (the “Support Agreement”), pursuant to which, among other things, Mr. Jones agreed, and agreed to cause his affiliates (including Arkoma and Williston), to (i) make an appropriate filing or filings (if required) with respect to the Merger of a Notification and Report Form pursuant to the HSR Act as promptly as practicable and in any event within fifteen business days after the date of the Merger Agreement, (ii) use reasonable best efforts to supply any additional information and documentary material that may be requested by any governmental authority in connection therewith, (iii) use reasonable best efforts to take, or cause to be taken (including by their respective affiliates), all other actions consistent with the Support Agreement necessary to cause the expiration or termination of any applicable waiting periods under the HSR Act as soon as practicable and (iv) request and use reasonable best efforts to obtain early termination of any applicable waiting periods under the HSR Act. In addition, Mr. Jones agreed, from the date of the Support Agreement until one hundred eighty days following the Closing Date, not to, and to cause his controlled affiliates not to, subject to certain exceptions, acquire or sell any equity securities of the Issuer.

The foregoing description of the Support Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Support Agreement, a copy of which is attached hereto as Exhibit 4 and is incorporated in this Item 10 by reference.

### **Amended and Restated Registration Rights Agreement**

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In connection with the transactions contemplated by the Merger Agreement, the Issuer, Arkoma, Williston, the Jones Purchasers, Holdings and Mr. Jones entered into the Amended and Restated Registration Rights Agreement, dated June 7, 2019 (the "A&R Registration Agreement"), which will be effective only as of the closing of the Merger and will amend and restate the Registration Rights Agreement, dated August 3, 2018, by and among the Issuer, Arkoma and Williston. The A&R Registration Agreement will add the Jones Purchasers and Holdings as parties thereto and provide the Holders (as defined in the A&R Registration Agreement) with customary registration rights. The A&R Registration Agreement will, among other things, require the Issuer to file, not later than 45 days after closing, a shelf registration statement under the Securities Act to permit the public resale of all of the Registrable Securities (as defined in the A&R Registration Agreement) held by the Holders from time to time as permitted by Rule 415 under the Securities Act. In certain circumstances, and subject to certain qualifications and limitations, holders of Registrable Securities will have piggyback registration rights on offerings of Common Stock by the Issuer or the other parties thereto as well as the right to request that the Issuer initiate an Underwritten Offering (as defined in the A&R Registration Agreement) when they reasonably expect certain gross proceeds in excess of a threshold amount from any such Underwritten Offering.

The foregoing description of the A&R Registration Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Registration Rights Agreement, a copy of which is attached hereto as Exhibit 5 and is incorporated in this Item 11 by reference.

**Irrevocable Written Consent; Waiver of Preemptive Rights**

On June 7, 2019, Arkoma and Williston, delivered to the corporate secretary of the Issuer an irrevocable written consent adopting and approving the Merger Agreement and the Amendment to the Issuer's Second Amended and Restated Articles of Incorporation to increase the authorized shares of: (a) capital stock of the Issuer from 160,000,000 shares to 405,000,000 shares and (b) Common Stock from 155,000,000 shares to 400,000,000 shares. Arkoma and Williston also waived any preemptive rights relating to the Stock Issuance and the issuance of shares of Common Stock upon conversion of the Series A Preferred Stock and Series B Preferred Stock. As of June 7, 2019, Arkoma and Williston held shares of Common Stock in the aggregate representing approximately 83.56% of the voting power of all outstanding shares of Common Stock. Accordingly, the adoption of the Merger Agreement by the Issuer's stockholders was effected in accordance with the Nevada Revised Statutes on June 7, 2019. No further approval of the stockholders of the Issuer is required to adopt the Merger Agreement or the Merger.

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

Item 6 of the Schedule 13D is hereby supplemented to include the following:

"The information set forth in Item 4 is incorporated herein by reference."

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

Item 7 of the Schedule 13D is hereby supplemented to include the following:

Exhibit Number	Description of Exhibits
7	<a href="#">Agreement and Plan of Merger, dated June 7, 2019 (incorporated by reference to Exhibit 2.1 to the Issuer's Current Report on Form 8-K (File No. 001-3262) filed on June 10, 2019).</a>
8	<a href="#">Subscription Agreement, dated June 7, 2019 (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K (File No. 001-3262) filed on June 10, 2019).</a>
9	<a href="#">Shareholders Agreement, dated June 7, 2019 (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K (File No. 001-3262) filed on June 10, 2019).</a>
10*	<a href="#">Support Agreement, dated June 7, 2019, between Holdings and Mr. Jones.</a>
11	<a href="#">Amended and Restated Registration Rights Agreement, dated June 7, 2019 (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K (File No. 001-3262) filed on June 10, 2019).</a>

\*filed herewith

**SIGNATURES**

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

Date: June 11, 2019

**ARKOMA DRILLING, L.P.**

By: Blue Star Exploration Company, its general partner

By: /s/ Thomas L. Walker  
Name: Thomas L. Walker  
Title: Assistant Treasurer

**WILLISTON DRILLING, L.P.**

By: Blue Star Exploration Company, its general partner

By: /s/ Thomas L. Walker  
Name: Thomas L. Walker  
Title: Assistant Treasurer

**BLUE STAR EXPLORATION COMPANY**

By: Jerral W. Jones  
its Sole Shareholder

By: /s/ Jerral W. Jones  
Jerral W. Jones

By: /s/ Jerral W. Jones  
Jerral W. Jones

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

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D may be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein or therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Date: June 11, 2019

**ARKOMA DRILLING, L.P.**

By: Blue Star Exploration Company, its general partner

By: /s/ Thomas L. Walker  
Name: Thomas L. Walker  
Title: Assistant Treasurer

**WILLISTON DRILLING, L.P.**

By: Blue Star Exploration Company, its general partner

By: /s/ Thomas L. Walker  
Name: Thomas L. Walker  
Title: Assistant Treasurer

**BLUE STAR EXPLORATION COMPANY**

By: Jerral W. Jones  
its Sole Shareholder

By: /s/ Jerral W. Jones  
Jerral W. Jones

By: /s/ Jerral W. Jones  
Jerral W. Jones

## SUPPORT AGREEMENT

This SUPPORT AGREEMENT (this “Support Agreement”) is dated as of June 7, 2019, by and between Covey Park Energy Holdings LLC, a Delaware limited liability company (“Holdings”), and Jerral W. Jones, an individual resident of the State of Texas (“Comstock Control Person”). For purposes of this Support Agreement, Holdings and Comstock Control Person are each a “Party” and collectively the “Parties.” Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Comstock Resources, Inc., a Nevada corporation and Controlled Affiliate of Comstock Control Person (“Parent”), New Covey Park Energy LLC, a Delaware limited liability company, Covey Park Energy LLC a Delaware limited liability company and Controlled Affiliate of Holdings (the “Company”), and Holdings have contemporaneously with the execution and delivery of this Support Agreement entered into that certain Agreement and Plan of Merger, dated as of June 7, 2019 (as amended or modified from time to time, the “Merger Agreement”); and

WHEREAS, as a condition and material inducement to Holdings’ and its Affiliates’ entry into the Merger Agreement, Comstock Control Person has agreed to execute and deliver this Support Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Holdings and Comstock Control Person, intending to be legally bound, hereby agree as follows:

Section 1.                    Actions; HSR Act.

(a) Comstock Control Person shall, and shall cause Comstock Control Person’s Controlled Affiliates (including Arkoma Drilling, L.P., a Texas limited partnership (“Arkoma”), and Williston Drilling, L.P., a Texas limited partnership (“Williston” and, together with Arkoma, the “Comstock Partnerships”)) to, in connection with the transactions contemplated by Merger Agreement and the other Transaction Documents, (i) make an appropriate filing or filings (if required) of a Notification and Report Form pursuant to the HSR Act as promptly as practicable and in any event within fifteen (15) Business Days after the Execution Date (unless the parties to the Merger Agreement mutually agree to make such filings at a later date); (ii) use reasonable best efforts to supply any additional information and documentary material that may be requested by any Governmental Authority in connection therewith; (iii) use reasonable best efforts to take, or cause to be taken (including by their respective Controlled Affiliates), all other actions consistent with this Section 1(b) necessary to cause the expiration or termination of any applicable waiting periods under the HSR Act as soon as practicable (and in any event no later than the End Date); and (iv) request and use reasonable best efforts to obtain early termination of the waiting period under the HSR Act.

(b) Notwithstanding the foregoing, nothing contained in this Support Agreement shall be construed so as to require Comstock Control Person, or any Comstock Control Person’s

Controlled Affiliates (including Parent and the Comstock Partnerships, the “Comstock Parties”), without its written consent, to (i) sell, license, dispose of, hold separate or operate in any specified manner any of its respective assets or businesses (or to agree or commit to any of the foregoing) or (ii) enter into any consent decree, Order or agreement with any Governmental Authority that alters its business or commercial practices in any way or that in any way limits or could reasonably be expected to limit the right of any Comstock Party to own, operate or retain all or any portion of its assets, properties or businesses or any Comstock Party’s freedom of action with respect thereto or to otherwise allow such Person to receive the full benefits of the Merger Agreement. Holdings acknowledges and agrees that the obligations under this Section 1 shall not include any requirement to defend any investigation, litigation or proceeding challenging the Merger Agreement, this Support Agreement or the Transactions, or conduct any negotiations with any Governmental Authority or other Person relating to the Merger Agreement, this Support Agreement or the Transactions beyond the End Date.

Section 2. Representations and Warranties. Comstock Control Person represents and warrants to Holdings as follows as of the date hereof:

(a) *Power; Authority and Authorization.* Comstock Control Person has all requisite power, authority and legal capacity to execute and deliver this Support Agreement and to perform Comstock Control Person’s obligations hereunder. Comstock Control Person has validly executed and delivered this Support Agreement and no other actions on the part of Comstock Control Person are necessary to validly execute and deliver this Support Agreement or to perform the obligations of Comstock Control Person contemplated hereby.

(b) *Ownership of Common Stock.* Schedule A sets forth the number of shares of Parent Common Stock beneficially owned, directly or indirectly, by Comstock Control Person or any of Comstock Control Person’s Controlled Affiliates as of the date of this Support Agreement (including the Comstock Partnerships), and the owner thereof (such entities listed on Schedule A, other than Comstock Control Person, the “Comstock Share Owning Entities”). Comstock Control Person Controls the Comstock Partnerships and each of the other Comstock Share Owning Entities and has sole authority to direct the vote and/or disposition of any shares of Common Stock held by the Comstock Partnerships and such other Comstock Share Owning Entities.

(c) *Enforceability.* This Support Agreement has been duly executed and delivered by Comstock Control Person and, assuming the due authorization, execution and delivery hereof by Holdings and that this Support Agreement constitutes a legally valid and binding agreement of Holdings, this Support Agreement constitutes a legally valid and binding obligation of Comstock Control Person, enforceable against Comstock Control Person in accordance with the terms hereof, except to the extent enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other Laws relating to or affecting creditors’ rights generally or by equitable principles (regardless of whether enforcement is sought at Law or in equity).

(d) *No Conflicts.* The execution, delivery and performance of this Support Agreement do not (i) violate any Laws or Orders applicable to Comstock Control Person or any of Comstock Control Person’s Controlled Affiliates, (ii) require that Comstock Control Person or any of

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Comstock Control Person's Controlled Affiliates obtain, make or comply with any Consents or (iii) violate any provision of any Contract to which Comstock Control Person or any of Comstock Control Person's Controlled Affiliates is a party that, with or without notice or lapse of time or both, would constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of Comstock Control Person or any of Comstock Control Person's Controlled Affiliates or to a loss of any right or benefit to which Comstock Control Person or any of Comstock Control Person's Controlled Affiliates is entitled under any provision of any Contract binding on Comstock Control Person or any of Comstock Control Person's Controlled Affiliates, as applicable, except as would not, individually or in the aggregate, reasonably be expected to materially impede or delay Comstock Control Person's ability to perform his obligations under this Support Agreement.

(e) *Legal Proceedings.* There is no Legal Proceeding pending or, to the knowledge of Comstock Control Person, threatened against Comstock Control Person or any of Comstock Control Person's Controlled Affiliates that if determined or resolved adversely to Comstock Control Person or any of Comstock Control Person's applicable Controlled Affiliates, individually or in the aggregate together with any other such Legal Proceedings, would reasonably be expected to materially delay or impede Comstock Control Person's ability to perform his obligations under this Support Agreement.

(f) *Orders.* Neither Comstock Control Person nor any of Comstock Control Person's Controlled Affiliates is subject to any Order that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the performance by Comstock Control Person of his obligations under this Support Agreement.

(g) *Brokers' Fees.* Comstock Control Person has not incurred any Liability for brokers' or finders' fees relating to the transactions contemplated by this Support Agreement or the other Transaction Documents for which Holdings or any Affiliate of Holdings shall have any responsibility.

(h) *Sale or Disposition of Equity Securities.* None of Comstock Control Person, or any of the Comstock Share Owning Entities, has directly or indirectly entered into an agreement to sell or otherwise dispose of shares of any Equity Securities of Parent, nor does Comstock Control Person or any Comstock Share Owning Entity have any current plan or arrangement to sell or otherwise dispose of any Equity Securities of Parent.

Section 3. Covenants.

(a) *Alternative Transactions.* During the period from the date hereof through the earlier of the Closing and the termination of this Support Agreement (the "Restricted Period"), Comstock Control Person shall not, and shall cause Comstock Control Person's Controlled Affiliates (including the Comstock Partnerships) and his and their respective Representatives not to, directly or indirectly, (i) solicit, encourage, assist or initiate the submission of proposals or offers, or inquiries that could reasonably be expected to lead to proposals or offers from, (ii) provide any confidential information concerning Parent or its Affiliates or assets or the Company or its Affiliates or assets, the Merger Agreement or the transactions contemplated thereby to, or (iii) respond to any proposals, participate in discussions or negotiations or enter into any

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Contract with, in each case, any Person (other than Holdings or its Affiliates) relating to any potential transaction pursuant to which any Person (or group of Persons), directly or indirectly, would acquire (A) more than 15% of the outstanding Equity Securities of Parent or outstanding voting power of Parent or (B) Control of assets of any of the Parent Entities that, in the aggregate, represent more than 15% of the fair market value of all the assets of the Parent Entities, taken as a whole, in each case calculated as of immediately prior to the closing of such transaction, whether in an acquisition structured as a merger, consolidation, exchange, license, sale of assets, sale of stock or otherwise (in each case, other than transactions contemplated by this Agreement, the Merger Agreement, the Common Purchase Agreement and the Preferred Purchase Agreement) (an “Alternative Transaction”), or facilitate in any other manner any effort or attempt by any Person (other than Holdings or its Affiliates) to do or seek any of the foregoing. Comstock Control Person shall, and shall cause Comstock Control Person’s Controlled Affiliates (including the Comstock Partnerships) and his and their respective Representatives to, immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than Holdings or its Affiliates) conducted heretofore with respect to any Alternative Transaction.

(b) *Lock-Up.* During the period beginning on the date hereof and ending on the date that is one hundred eighty (180) days following the Closing (the “Lock-Up Period”), Comstock Control Person shall not, and shall cause Comstock Control Person’s Controlled Affiliates (including the Comstock Share Owning Entities) and his and their respective Representatives not to, without the prior written consent of Holdings, (i) directly or indirectly, offer, pledge (other than as required under the Comstock Partnerships’ credit facilities and debt instruments), sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any shares of Equity Securities of Parent or any securities convertible into or exercisable or exchangeable for Equity Securities of Parent, whether now owned or hereafter acquired by Comstock Control Person or Comstock Control Person’s Controlled Affiliates or with respect to which Comstock Control Person or Comstock Control Person’s Controlled Affiliates has or hereafter acquires the power of disposition (collectively, the “Lock-Up Securities”), (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Equity Securities of Parent or other securities, in cash or otherwise, or (iii) distribute Lock-Up Securities to any Person, including affiliates, members, managers, limited or general partners, stockholders or other equityholders of Comstock Control Person’s Controlled Affiliates (including the Comstock Share Owning Entities). Notwithstanding the period set forth in the first sentence of this Section 3(b), the Lock-Up Period shall immediately terminate if the New CPE Stockholders (as defined in the Shareholders Agreement) no longer own any shares of Common Stock or Series A Preferred Stock.

(c) *Restriction on Share Purchases.* During the Restricted Period, except as consented to in writing by Holdings, Comstock Control Person shall not, and shall cause Comstock Control Person’s Controlled Affiliates (including the Comstock Partnerships) not to, acquire any shares of Common Stock, other than (A) as a result of any stock split, stock dividend or subdivision of shares of Common Stock, (B) in connection with the transactions contemplated by the Merger Agreement or pursuant to the Common Purchase Agreement, or (C) pursuant to

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the exercise of the preemptive rights set forth in Section 10.18 of the Contribution Agreement, dated May 9, 2018, by and among the Comstock Partnerships and Parent.

(d) *Intended Tax Treatment.* The Parties intend and agree that for U.S. federal income Tax purposes (and any state and local income Tax purposes that follow such treatment) that the (i) merger of the Company into Parent in exchange for the Merger Consideration, (ii) the issuance and sale of preferred stock pursuant to the Preferred Purchase Agreement, and (iii) the issuance and sale of Parent Common Stock pursuant to the Common Purchase Agreement are, taken together, intended to qualify (in whole or in part) for nonrecognition of gain or loss pursuant to Section 351 of the Code (the "Intended Tax Treatment").

(e) *Further Assurances.* During the Restricted Period, Comstock Control Person shall not, and shall cause Comstock Control Person's Controlled Affiliates (including the Comstock Partnerships) and his and their respective Representatives not to, take any action that would or would reasonably be expected to prevent, impede or delay the Closing and the consummation of the transactions contemplated by the Merger Agreement or any of the other Transaction Documents.

Section 4. Governing Law; Venue; Waiver of Jury Trial. SECTIONS 8.8(A) AND 8.8(B) OF THE MERGER AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SUPPORT AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUPPORT AGREEMENT, THE MERGER AGREEMENT, ANY OF THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 5. Miscellaneous.

(a) No amendment of any provision of this Support Agreement shall be valid with respect to Holdings or Comstock Control Person unless the amendment is in writing and signed by Holdings, on the one hand, and Comstock Control Person, on the other hand. No waiver of any provision of this Support Agreement shall be valid unless the waiver is in writing and signed by the waiving Party. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein (including Section 5(e)) shall be cumulative and not exclusive of any rights or remedies provided by Law or in equity.

(b) It is the intent of the Parties that the provisions contained in this Support Agreement shall be severable and should any terms or provisions, in whole or in part, be held invalid, illegal, or incapable of being enforced as a matter of law, such holding shall not affect the other portions of this Support Agreement, and such portions that are not invalid shall be given effect without the invalid portion. Upon such determination that any term or provision is

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invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Support Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(c) The provisions of this Support Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; *provided* that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Support Agreement without the prior written consent of the other Party.

(d) The Parties acknowledge and agree that the rights of each Party hereunder are special, unique and of extraordinary character, that irreparable damage would occur and the Parties would not have any adequate remedy at Law in the event that any of the provisions of this Support Agreement were not performed in accordance with their specific terms or were otherwise breached, and it is accordingly agreed that the Parties shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of this Support Agreement and to enforce specifically the terms and provisions of this Support Agreement, in each case, in accordance with the terms hereof. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Support Agreement, at Law or in equity. Each of the Parties agrees that it will not raise any objections to the granting of an injunction, specific performance and other equitable relief to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Support Agreement on the basis that (a) either Party has an adequate remedy at Law or (b) an award of specific performance is not an appropriate remedy for any reason at Law or equity. Each Party further agrees that no Party shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 5(d), and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

(e) This Support Agreement will automatically terminate, without any notice or other action by any Person, if the Merger Agreement is terminated prior to the Closing in accordance with the terms of the Merger Agreement. Upon termination of this Support Agreement, no Party shall have any obligations or liabilities under this Support Agreement; *provided, however*, that nothing set forth in this Section 5(e) shall relieve any Party from liability for (i) any knowing and intentional material breach of this Support Agreement by such Party prior to termination of this Support Agreement or (ii) any actual and intentional fraud with respect to the making of representations and warranties in this Support Agreement.

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

(g) Any notice to Comstock Control Person hereunder shall be in writing and shall be deemed to have been duly given (a) if delivered in person; (b) if transmitted by electronic mail

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("e-mail") (but only if confirmation of receipt of such e-mail is requested and received); or (c) if transmitted by national overnight courier, in each case as addressed as follows:

c/o Arkoma Drilling, L.P.  
5950 Berkshire Lane, Suite 1400  
Dallas, TX 75225  
Attention: Jason Cohen  
E-mail: jcohen@dallascowboys.net

With copy to:  
Gibson, Dunn & Crutcher LLP  
2100 McKinney Ave., Suite 1100  
Dallas, Texas 75201  
Attention: Doug Rayburn  
E-mail: drayburn@gibsondunn.com

*[Remainder of page intentionally left blank]*

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

**HOLDINGS:**

**COVEY PARK ENERGY HOLDINGS LLC**

By: /s/ Alan Levande

Name: Alan Levande

Title: Authorized Person

[Signature Page to Support Agreement]

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**COMSTOCK CONTROL PERSON:**

/s/ Jerral W. Jones  
Jerral W. Jones

[Signature Page to Support Agreement]

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## **SCHEDULE A**

88,571,429 shares of Common Stock which includes 66,806,077 shares held by Arkoma Drilling, L.P. and 21,765,352 shares held by Williston Drilling, L.P. Blue Star Exploration Company is the sole general partner of each of Arkoma Drilling, L.P. and Williston Drilling, L.P.

SCHEDULE A