

- (1) Range Energy I, Inc., a Delaware corporation (I.R.S. Employer Identification No. 52-1996729), Range HoldCo, Inc., a Delaware corporation (I.R.S. Employer Identification No. 34-1903004), Range Production Company, a Delaware corporation (I.R.S. Employer Identification No. 75-1722213), Range Energy Ventures Corporation, a Delaware corporation (I.R.S. Employer Identification No. 76-0405733), Gulfstar Energy, Inc., a Delaware corporation (I.R.S. Employer Identification No. 76-0328570), and Range Energy Finance Corporation, a Delaware corporation (I.R.S. Employer Identification No. 76-0504079).
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f)(2) under the Securities Act of 1933, as amended (the "Securities Act").
- (3) The 7 3/8% Senior Subordinated Notes due 2013 are guaranteed by the Co-Registrants named in footnote (1) on a senior subordinated basis. No separate consideration will be paid in respect of the guarantees. Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for the guarantees.

THE CO-REGISTRANTS HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE CO-REGISTRANTS 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, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT OFFER THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IS NOT SOLICITING AN OFFER TO ACQUIRE THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

PROSPECTUS SUBJECT TO COMPLETION, DATED SEPTEMBER 4, 2003

[RANGE RESOURCES LOGO]

OFFER TO EXCHANGE UP TO
\$100,000,000 OF 7 3/8% SENIOR SUBORDINATED NOTES DUE 2013
FOR
\$100,000,000 OF 7 3/8% SENIOR SUBORDINATED NOTES DUE 2013
THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933
TERMS OF THE EXCHANGE OFFER

- - We are offering to exchange up to \$100,000,000 of our outstanding 7 3/8% Senior Subordinated Notes due 2013, which we refer to herein as the "old notes," for new notes with substantially identical terms that have been registered under the Securities Act.
- - We will exchange all outstanding old notes that you validly tender and do not validly withdraw before the exchange offer expires for an equal principal amount of new notes.
- - There is no public market for the old notes or the new notes.
- - We are incurring all expenses associated with this registration.
- - The exchange offer expires at 5:00 p.m., New York City time, on 2003, unless extended. We do not currently intend to extend the exchange offer.
- - Tenders of old notes may be withdrawn at any time prior to the expiration of the exchange offer in accordance with the procedures set forth herein.
- - We believe that the exchange of new notes for old notes should not be an exchange or otherwise a taxable event to a holder for United States federal income tax purposes.
- - We will not receive any proceeds from the exchange offer.

TERMS OF THE NEW 7 3/8% SENIOR SUBORDINATED NOTES DUE 2013 OFFERED IN
THE EXCHANGE OFFER

MATURITY

- - The new notes will mature on July 15, 2013.

INTEREST

- - Interest on the new notes is payable on January 15 and July 15 of each year, beginning January 15, 2004.
- - Interest will accrue from July 21, 2003.

REDEMPTION

- - Prior to July 15, 2006, we may redeem up to 35% of the original aggregate principal amount of the new notes at a redemption price of 107.375% of the principal amount, plus accrued and unpaid interest, with the proceeds of certain equity offerings.
- - On or after July 15, 2008, we may redeem some or all of the new notes pursuant to the redemption prices specified under the caption "Description of the New Notes -- Optional Redemption."

CHANGE OF CONTROL

- - Subject to certain conditions, if we experience a change of control, we may be required to repurchase some or all of the new notes at a purchase price of 101% of the principal amount, plus accrued and unpaid interest.

RANKING

- - The new notes and the guarantees are our and our guarantor subsidiaries' general, unsecured obligations and are subordinated to our and our subsidiaries' senior debt and will be subordinated to future senior debt that we and our subsidiaries are permitted to incur under our senior credit facilities and the indenture governing the new notes.

SEE "RISK FACTORS" ON PAGE 7 FOR A DISCUSSION OF FACTORS YOU SHOULD
CONSIDER BEFORE PARTICIPATING IN THE EXCHANGE OFFER.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Each broker-dealer that receives new notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new notes received in exchange for old notes where such old notes were acquired by the broker-dealer as a result of market-making activities or other trading activities. We and the guarantors have agreed that,

starting on the expiration date of this exchange offer and ending on the close of business 180 days after the expiration date, we and the guarantors will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

THE DATE OF THIS PROSPECTUS IS _____, 2003

TABLE OF CONTENTS

Forward Looking Statements.....	i
Prospectus Summary.....	1
Risk Factors.....	7
Exchange Offer.....	14
Use of Proceeds.....	21
Capitalization.....	22
Description of the New Notes.....	23
United States Federal Income Tax Considerations.....	55
Plan of Distribution.....	55
Legal Matters.....	56
Experts.....	56
Reserve Engineers.....	57
Where You Can Find More Information.....	57
Incorporation by Reference.....	57
Letter of Transmittal.....	A-1

THIS PROSPECTUS INCORPORATES IMPORTANT BUSINESS AND FINANCIAL INFORMATION ABOUT RANGE RESOURCES CORPORATION THAT IS NOT INCLUDED IN OR DELIVERED WITH THIS PROSPECTUS. SUCH INFORMATION IS AVAILABLE WITHOUT CHARGE UPON WRITTEN OR ORAL REQUEST MADE TO THE OFFICE OF THE CORPORATE SECRETARY, RANGE RESOURCES CORPORATION, 777 MAIN STREET, SUITE 800, FORT WORTH, TEXAS 76102 (TEL. 817-870-2601). TO OBTAIN TIMELY DELIVERY OF ANY REQUESTED INFORMATION, YOU MUST MAKE ANY REQUEST NO LATER THAN _____, 2003.

FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference in this prospectus contain forward-looking statements. These statements include statements relating to our plans, strategies, objectives, expectations, intentions and adequacy of resources and are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

When used herein, the words "anticipate," "believe," "estimate," "expect," "intend," "will" and similar expressions as they relate to us or our management are intended to identify such statements as "forward-looking statements." Such statements reflect the current views of us and our management with respect to future events and are subject to certain risks, uncertainties and assumptions. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, our actual results, performance or achievements could differ materially from the results expressed in, or implied by, these forward-looking statements.

Our actual results may differ materially from the results predicted or from any other forward-looking statements made by, or on behalf of, us and reported results should not be considered as an indication of future performance. The potential risks and uncertainties include, among other things, production variance from expectations, volatility of oil and gas prices, hedging results, the need to develop and replace reserves, the substantial capital expenditures required to fund operations, exploration risks, environmental risks, uncertainties about estimates of reserves, competition, litigation, government regulation, political risks, our ability to implement our business strategy, costs and results of drilling new projects, mechanical and other inherent risks associated with oil and gas production, weather, availability of drilling equipment and changes in interest rates, as well as the other risks described under "Risk Factors" in this prospectus.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, events, levels of activity, performance, or achievements. We do not assume responsibility for the accuracy and completeness of the forward-looking statements. We do not intend to update any of the forward-looking statements after the date of this prospectus to conform them to actual results.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and the documents incorporated into it by reference. Because it is a summary, it does not contain all of the information that you should consider before deciding to exchange your old notes for new notes. You should read the entire prospectus and the documents incorporated by reference carefully, including the section entitled "Risk Factors" and the financial statements and related notes to those financial statements incorporated by reference in this prospectus.

Unless otherwise noted herein, as used in this prospectus, "we," "our," "ours," "us" and the "Company" refer to Range Resources Corporation and its subsidiaries, except where the context otherwise requires or as otherwise indicated.

OUR COMPANY

We are an independent oil and natural gas company engaged in the acquisition, development and exploration of oil and natural gas properties, primarily in the Southwest, Gulf Coast, including the Gulf of Mexico, and Appalachian regions of the United States. We seek to increase our reserves and production primarily through development drilling, exploitation projects, exploration and acquisitions. We also provide financing to smaller oil and natural gas producers through our wholly-owned subsidiary, Independent Producer Finance, or IPF, through the purchase of overriding royalty interests.

We have a geographically diverse asset base. The Southwest division's properties are located in the Permian Basin of West Texas, the East Texas Basin, the Anadarko Basin of western Oklahoma and the Texas Panhandle. Our Gulf Coast division operates properties onshore in Texas, Louisiana and Mississippi and holds an interest in approximately 40 offshore platforms in the shallow waters of the Gulf of Mexico. Through a 50%-owned joint venture, Great Lakes Energy Partners L.L.C., or Great Lakes, we operate in the Appalachian and Michigan Basins.

In 2001, we set out to build a more technically-driven organization. We are now pursuing a growth strategy that balances the exploitation of our inventory of lower risk development drilling locations with higher potential exploration projects and a complementary acquisition effort. Through this approach, we seek to manage risk in every aspect of our business while generating attractive returns.

Our principal executive offices are located at 777 Main Street, Suite 800, Fort Worth, Texas 76102. Our telephone number is (817) 870-2601.

RECENT DEVELOPMENTS

Completion of 7 3/8 senior subordinated notes offering and redemption of outstanding 8 3/4% senior subordinated notes due 2007. On July 21, 2003, we completed the private placement of \$100 million of 7 3/8% senior subordinated notes due 2013. The net proceeds of the offering were used to redeem all of our outstanding 8 3/4% senior subordinated notes due 2007 and to repay approximately \$26 million of amounts outstanding under our senior credit facility. The 8 3/4% notes were called at 102.9167% of their principal amount, plus accrued interest. The aggregate redemption price, including the premium, was approximately \$71 million.

THE EXCHANGE OFFER

On July 21, 2003, we completed a private offering of the old notes. We entered into a registration rights agreement with the initial purchasers in the private offering in which we agreed, among other things, to deliver this prospectus to you and to use our reasonable best efforts to consummate the exchange offer within 210 days following the date of the original issuance of the old notes. The following is a summary of the exchange offer.

- Exchange Offer..... We are offering to exchange new notes for old notes.
- Expiration date..... The exchange offer will expire at 5:00 p.m. New York City time, on _____, 2003, unless we decide to extend it. We do not currently intend to extend the exchange offer. The exchange offer must remain open for not less than thirty days (or longer if required by applicable law) after the date notice of the exchange offer is mailed to holders of the old notes.
- Condition to the exchange offer..... The registration rights agreement does not require us to accept old notes for exchange if the exchange offer or the making of any exchange by a holder of the old notes would violate any applicable law or interpretation of the staff of the Securities and Exchange Commission. The tender of a minimum aggregate principal amount of old notes is not a condition to the exchange offer.
- Procedures for tendering old notes..... To participate in the exchange offer, you must follow the automated tender offer program, or ATOP, procedures established by The Depository Trust Company, or DTC, for tendering notes held in book-entry form. The ATOP procedures require that the exchange agent receive, prior to the expiration date of the exchange offer, a computer-generated message known as an "agent's message" that is transmitted through ATOP and that DTC confirm that:
- DTC has received instructions to exchange your notes; and
 - you agree to be bound by the terms of the letter of transmittal.
- For more information on tendering your old notes, please refer to the sections in this prospectus entitled "Exchange Offer -- Terms of the Exchange Offer," "-- Procedures for Tendering" and "-- Book-Entry Transfer."
- Guaranteed Delivery Procedures..... None.
- Withdrawal of tenders..... You may withdraw your tender of old notes at any time prior to the expiration date. To withdraw, you must submit a notice of withdrawal to the exchange agent using ATOP procedures before 5:00 p.m., New York City time, on the expiration date of the exchange offer.
- Acceptance of old notes and delivery of new notes..... If you fulfill all conditions required for proper acceptance of old notes, we will accept any and all old notes that you properly tender in the exchange offer on or before 5:00 p.m., New York City time, on the expiration date. We will return any old notes that we do not accept for exchange to you without expense as

promptly as practicable after the expiration date. We will also deliver the new notes as promptly as practicable after the expiration date. Please refer to the section in this prospectus entitled "Exchange Offer -- Terms of the Exchange Offer."

Resale..... We believe that the new notes issued pursuant to the exchange offer may be offered for resale, resold and otherwise transferred by you (unless you are an "affiliate" of ours within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act so long as you are acquiring the new notes in the ordinary course of your business and you have not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution of the new notes.

Each participating broker-dealer that receives new notes for its own account under the exchange offer for old notes that were acquired by the broker-dealer as a result of market-making or other trading activity must acknowledge that it will deliver a prospectus in connection with any resale of the new notes. See "Plan of Distribution."

Any holder of old notes who:

- is our affiliate;
- does not acquire new notes in the ordinary course of its business; or
- exchanges old notes in the exchange offer with the intention to participate, or for the purpose of participating, in a distribution of new notes

must, in the absence of an exemption, comply with the registration and prospectus delivery requirements of the Securities Act in connection with the resale of the new notes.

Fees and Expenses..... We will bear all expenses related to the exchange offer.

Please refer to the section in this prospectus entitled "Exchange Offer -- Fees and Expenses."

Use of proceeds..... The issuance of the new notes will not provide us with any new proceeds. We are making this exchange offer solely to satisfy our obligations under our registration rights agreement.

Consequences of failure to exchange old notes..... If you do not exchange your old notes in this exchange offer, you will no longer be able to require us to register the old notes under the Securities Act except in the limited circumstances provided under our registration rights agreement. In addition, you will not be able to resell, offer to resell or otherwise transfer the old notes unless we have registered the old notes under the Securities Act, or unless you resell, offer to resell or otherwise transfer them under an exemption from the registration requirements of, or in a transaction not subject to, the Securities Act.

Tax consideration..... We believe that the exchange of new notes for old notes should not be an exchange or otherwise a taxable event to a holder for United States federal income tax purposes. Please read "United States Federal Income Tax Considerations."

Exchange agent..... We have appointed Bank One, National Association as exchange agent for the exchange offer. You should direct questions, requests for assistance and requests for additional copies of this prospectus (including the letter of transmittal) to the exchange agent at the following address: Bank One, National Association, c/o Bill Barber, Mail Code TX1-1306, 420 Throckmorton, 4th Floor, Fort Worth, Texas 76102. Eligible institutions may make requests by facsimile at 817-884-4560.

TERMS OF THE NEW NOTES

The new notes will be identical to the old notes except that the new notes are registered under the Securities Act and will not have restrictions on transfer, registration rights or provisions for additional interest. The new notes will evidence the same debt as the old notes, and the same indenture will govern the new notes and the old notes. When we use the term "notes," we mean the new notes together with the old notes.

The following summary contains basic information about the new notes and is not intended to be complete. It does not contain all the information that is important to you. For a more complete understanding of the new notes, please refer to the section of this document entitled "Description of the New Notes."

Issuer..... Range Resources Corporation.

Notes offered..... \$100 million aggregate principal amount of 7 3/8% Senior Subordinated Notes due 2013.

Maturity Date..... July 15, 2013.

Interest Payment Dates..... January 15 and July 15 of each year, commencing on January 15, 2004.

Mandatory redemption..... None.

Optional redemption..... Except as otherwise described below, the new notes will not be redeemable at our option prior to July 15, 2008. Thereafter, the new notes will be subject to redemption at our option, in whole or in part, at the redemption prices set forth under the heading "Description of the New Notes -- Optional Redemption," plus accrued and unpaid interest thereon to the applicable redemption date. In addition, prior to July 15, 2006, we may, at our option, on any one or more occasions, redeem up to 35% of the original aggregate principal amount of the notes at a redemption price equal to 107.375% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date, with all or a portion of the net proceeds of public sales of equity interests of the Company; provided that at least 65% of the original aggregate principal amount of the notes remains outstanding immediately after the occurrence of such redemption. See "Description of the New Notes -- Optional Redemption."

Change of control..... Upon a "change of control," you as a holder of the notes will have the right to require us to make an offer to repurchase all or a portion of the notes at a purchase price of 101% of their aggregate principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. Our credit agreement prohibits us from repurchasing any notes pursuant to a change of control offer prior to the repayment in full of the senior debt under our credit agreement. Therefore, if a change of control were to occur, there can be no assurance that we or the subsidiary guarantors will have the financial resources or be permitted under the terms of our or their indebtedness to repurchase the notes. If any "event of default" occurs, the trustee or holders of at least 25% in principal amount of the notes then outstanding may declare the principal of and the accrued and unpaid interest on such notes to be due and payable immediately. However, such repayment would be subject to the subordination provisions in our indenture. See "Description of the New Notes -- Subordination" and "-- Repurchase at the Option of Holders -- Change of control," and "-- Events of Default and Remedies."

Ranking..... The new notes will be general, unsecured obligations, will be subordinated in right of payment to our senior debt, which includes borrowings under our credit agreement and any other permitted indebtedness which does not expressly provide that it is on a parity with or subordinated in right of payment to the new notes. The new notes and the old notes will constitute a single class of securities under the indenture. See "Capitalization" and "Description of the New Notes -- Subordination."

Subsidiary guarantees..... Our payment obligations under the new notes will be jointly, severally and unconditionally guaranteed on a senior subordinated basis by each of our restricted subsidiaries and any future restricted subsidiaries. The guarantees will be subordinated to senior debt of the subsidiary guarantors to the same extent and in the same manner as the new notes are subordinated to senior debt. See "Description of the New Notes -- Guarantees."

Certain covenants..... The new notes will be issued pursuant to the same indenture as the old notes. This indenture contains certain covenants that will, among other things, limit the ability of us and our restricted subsidiaries to incur additional indebtedness and issue disqualified stock, pay dividends, make distributions, make investments, make certain other restricted payments, enter into certain transactions with affiliates, dispose of certain assets, incur liens securing indebtedness of any kind (other than permitted liens) and engage in mergers and consolidations. See "Description of the New Notes -- Certain Covenants."

Transfer Restrictions; Absence of a Public Market for the New Notes..... The new notes generally will be freely transferable, but will also be new securities for which there is no existing market. There can be no assurance as to the development or liquidity of any market for trading. We do not intend to apply for a listing of the new notes on any securities exchange or any automated dealer quotation system.

RISK FACTORS

You should carefully consider all of the information in this prospectus. In particular, you should evaluate the specific risk factors set forth under "Risk Factors," beginning on page 7, for a discussion of risks involved with an investment in the new notes.

RATIO OF EARNINGS TO FIXED CHARGES

SIX MONTHS ENDED YEAR ENDED DECEMBER 31, JUNE 30, -- ----- ----- 1998				
1999	2000	2001	2002	2003
----- -----				
Ratio of earnings to fixed charges.....				
(4.6)	0.5	1.9		
1.5	1.9	2.5		

For purposes of calculating the ratio of earnings to fixed charges:

- "fixed charges" represent interest expense, amortization of debt costs and the portion of rental expense representing the interest factor, and
- "earnings" represent the aggregate of income from continuing operations and fixed charges.

For the years ended December 31, 1999 and 1998, earnings were inadequate to cover fixed charges by \$22.8 million and \$229.6 million, respectively.

RISK FACTORS

You should carefully consider and evaluate all the information included or incorporated by reference in this prospectus, including the risks described below, before you decide to participate in the exchange offer. Our business, financial condition and results of operations could be materially adversely affected by any of these risks. The trading price of the new notes could decline, and you may lose all or part of your investment. The risks described below are not the only ones facing our company. Additional risks not presently known to us or that we currently deem immaterial, individually or in the aggregate, may also impair our business operations.

This prospectus and the documents incorporated by reference also contain forward-looking statements that involve risks and uncertainties, some of which are described in the documents incorporated by reference in this prospectus. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks and uncertainties faced by us described below or incorporated by reference in this prospectus.

RISKS RELATED TO OUR BUSINESS

OIL AND NATURAL GAS PRICES ARE VOLATILE, AND AN EXTENDED DECLINE IN PRICES WOULD HURT OUR PROFITABILITY AND FINANCIAL CONDITION.

The oil and natural gas industry is cyclical, and prices for oil and natural gas are volatile. Historically, the industry has experienced severe downturns characterized by oversupply and/or weak demand. For example, in 1998 and early 1999, oil and natural gas prices fell, which contributed to the substantial losses we reported in those years. By early 2001, oil and natural gas prices reached levels above their historical norm. Prices declined in the second half of 2001 but have risen since mid-2002.

Many factors affect oil and natural gas prices including general economic conditions, consumer preferences, discretionary spending levels, interest rates and the availability of capital to the industry. Decreases in oil and natural gas prices from current levels could adversely affect our revenues, net income, cash flow and proved reserves. Significant and prolonged price decreases could have a material adverse effect on our operations and limit our ability to fund capital expenditures. Without the ability to fund capital expenditures, we may be unable to replace production.

HEDGING TRANSACTIONS MAY LIMIT OUR POTENTIAL GAINS AND INVOLVE OTHER RISKS.

To manage our exposure to price risk, we enter into hedging arrangements from time to time with respect to a portion of our future production. The goal of these hedges is to limit volatility and increase the predictability of cash flow. These transactions may limit our potential gains if oil and natural gas prices were to rise over the price established by the hedge. For example, at December 31, 2002, we were party to hedging arrangements covering 64.6 Bcf and 1.6 million barrels of oil. The hedges' fair value was a pre-tax loss of \$32.9 million. Due to additional hedging activity and rising prices, the fair value of these hedges on June 30, 2003 was a pre-tax loss of \$82.0 million. If oil and natural gas prices continue to rise, we could be subject to margin calls.

In addition, hedging transactions may expose us to the risk of financial loss in certain circumstances, including instances in which:

- our production is less than expected;
- the counterparties to our futures contracts fail to perform under the contracts; or
- a sudden, unexpected event materially impacts oil or natural gas prices.

INFORMATION CONCERNING OUR RESERVES AND FUTURE NET RESERVE ESTIMATES IS UNCERTAIN.

There are numerous uncertainties inherent in estimating quantities of proved oil and natural gas reserves and their values, including many factors beyond our control. Estimates of proved undeveloped

reserves, which comprise a significant portion of our reserves, are by their nature uncertain. The reserve data included or incorporated by reference in this prospectus is estimated. Although we believe these estimates are reasonable, actual production, revenues and reserve expenditures will likely vary from estimates, and these variances could be material.

The accuracy of any reserves estimate is a function of the quality of available data, engineering and geological interpretation and judgment, assumptions used regarding quantities of oil and natural gas in place, recovery rates and future prices for oil and natural gas. Actual prices, production, development expenditures, operating expenses and quantities of recoverable oil and natural gas reserves will vary from those assumed in our estimates, and such variances may be material. Any variance in the assumptions could materially affect the estimated quantity value of the reserves.

For example, in 1997 and 1998, we consummated several large acquisitions which proved extremely disappointing. Production from the acquired properties fell more rapidly than anticipated and further development results were far below the results we had originally projected. The poor production performance of these properties resulted in material downward reserve revisions.

IF OIL AND NATURAL GAS PRICES DECREASE OR EXPLORATION EFFORTS ARE UNSUCCESSFUL, WE MAY BE REQUIRED TO TAKE ADDITIONAL WRITEDOWNS OF OUR OIL AND NATURAL GAS PROPERTIES.

In the past, we have been required to write down the carrying value of our oil and natural gas properties, and there is a risk that we will be required to take additional writedowns in the future. This could occur when oil and natural gas prices are low or if we have substantial downward adjustments to our estimated proved reserves, increases in our estimates of development costs or deterioration in our exploration results.

Accounting rules require that the carrying value of oil and natural gas properties be periodically reviewed for possible impairment. "Impairment" is recognized when the book value of a proven property is greater than the expected undiscounted future cash flows from that property and on acreage when the assessment of fair value is less than the book value. We may be required to write down the carrying value of a property based on oil and natural gas prices at the time of the impairment review, as well as a continuing evaluation of development results, production data, economics and other factors. While an impairment charge which reflects our long-term ability to recover on a prior investment does not impact cash or cash flow from operating activities, it reduces our earnings and increases our leverage ratios.

For example, based primarily on the poor performance of certain properties acquired in 1997 and 1998 and significantly lower oil and natural gas prices, we recorded impairments of \$215.0 million in 1998 and \$29.9 million in 1999. At year-end 2001, we also recorded an impairment of \$31.1 million due to year-end prices.

OUR BUSINESS IS SUBJECT TO OPERATING HAZARDS AND ENVIRONMENTAL REGULATIONS THAT COULD RESULT IN SUBSTANTIAL LOSSES OR LIABILITIES.

Oil and natural gas operations are subject to many risks, including well blowouts, craterings, explosions, uncontrollable flows of oil, natural gas or well fluids, fires, formations with abnormal pressures, pipeline ruptures or spills, pollution, releases of toxic gas and other environmental hazards and risks. If any of these hazards occur, we could sustain substantial losses as a result of:

- injury or loss of life;
- severe damage to or destruction of property, natural resources and equipment;
- pollution or other environmental damage;
- clean-up responsibilities;
- regulatory investigations and penalties; and/or
- suspension of operations.

Our current and former operations are subject to numerous and increasingly strict federal, state and local laws, regulations and enforcement policies relating to the environment. We may incur significant costs and liabilities in complying with existing or future environmental laws, regulations and enforcement policies and may incur costs arising out of property damage or injuries to employees and other persons. These costs may result from our current and former operations and even may be caused by previous owners of property we own or lease. Any past, present or future failure by us to completely comply with environmental laws, regulations and enforcement policies could cause us to incur substantial fines, sanctions or liabilities for cleanup costs or other damages. Incurance of those costs or damages could reduce or eliminate funds available for exploration, development or acquisitions or cause us to incur losses.

We maintain insurance against some, but not all, of these potential risks and losses. We may elect not to obtain insurance if we believe that the cost of available insurance is excessive relative to the risks presented. In addition, pollution and environmental risks generally are not fully insurable. If a significant accident or other event occurs that is not fully covered by insurance, it could have a material adverse affect on our financial condition and results of operations.

WE ARE SUBJECT TO FINANCING AND INTEREST RATE EXPOSURE RISKS.

Our business and operating results can be harmed by factors such as the availability and cost of capital, increases in interest rates or a reduction in credit rating. These changes could cause our cost of doing business to increase, limit our ability to pursue opportunities and place us at a competitive disadvantage. For example, at June 30, 2003, a portion of our borrowings, held through our Great Lakes joint venture, were subject to interest rate swap agreements, which were above market, and therefore, increased our interest expense.

OUR INDUSTRY IS HIGHLY COMPETITIVE.

We face competition in every aspect of our business, including, but not limited to, acquiring reserves and leases, obtaining goods, services and employees needed to operate and manage our business, and marketing oil and natural gas. Competitors include multinational oil companies, independent production companies and individual producers and operators. Many of our competitors have greater financial and other resources than we do.

THE OIL AND NATURAL GAS INDUSTRY IS SUBJECT TO EXTENSIVE REGULATION.

The oil and natural gas industry is subject to various types of regulations in the United States by local, state and federal agencies. Legislation affecting the industry is under constant review for amendment or expansion, frequently increasing our regulatory burden. Numerous departments and agencies, both state and federal, are authorized by statute to issue rules and regulations binding on participants in the oil and natural gas industry. Compliance with such rules and regulations often increases our cost of doing business and, in turn, decreases our profitability. Generally these burdens do not appear to affect us to any greater or lesser extent than other companies in the oil and natural gas industry with similar types and quantities of properties in the same areas of the country.

ACQUISITIONS BY US ARE SUBJECT TO THE RISKS AND UNCERTAINTIES OF EVALUATING RECOVERABLE RESERVES AND POTENTIAL LIABILITIES.

We could be subject to significant liabilities related to acquisitions by us. It generally is not feasible to review in detail every individual property included in an acquisition. Ordinarily, a review is focused on higher valued properties. However, even a detailed review of all properties and records may not reveal existing or potential problems, nor will it permit us to become sufficiently familiar with the properties to assess fully their deficiencies and capabilities. We do not always inspect every well we acquire, and environmental problems, such as groundwater contamination, are not necessarily observable even when an inspection is performed.

For example, in 1997 and 1998, we consummated a series of acquisitions which proved unsuccessful. Since the date of these acquisitions, the production results relating to these acquired properties have indicated that the potential of the acquired properties was far below the level that our engineering and geological review, as well as a review by one of our independent petroleum engineering firms, had initially suggested.

OUR SUCCESS DEPENDS ON KEY MEMBERS OF OUR MANAGEMENT AND OUR ABILITY TO ATTRACT AND RETAIN EXPERIENCED EXPLORATIONISTS AND OTHER PROFESSIONAL PERSONNEL.

Our success is highly dependent on our senior management personnel, none of which are currently subject to an employment contract. The loss of one or more of these individuals could have a material adverse effect on our business. Furthermore, competition for experienced explorationists and engineers is intense. If we cannot retain our current personnel or attract additional experienced personnel, our ability to compete could be adversely affected.

OUR FUTURE SUCCESS DEPENDS ON OUR ABILITY TO REPLACE RESERVES THAT WE PRODUCE.

Because the rate of production from oil and natural gas properties generally declines as reserves are depleted, our future success depends upon our ability to find or acquire additional oil and natural gas reserves that are economically recoverable. Except to the extent that we acquire additional properties containing proved reserves, conduct successful exploration and development activities or, through engineering studies, identify additional behind-pipe zones or secondary recovery reserves, our proved reserves will decline materially as reserves are produced. Future oil and natural gas production is, therefore, highly dependent upon our level of success in acquiring or finding additional reserves that are economically recoverable. We cannot assure you that we will be able to find and develop or acquire additional reserves at an acceptable cost.

A PORTION OF OUR BUSINESS IS SUBJECT TO SPECIAL RISKS RELATED TO OFFSHORE OPERATIONS GENERALLY AND IN THE GULF OF MEXICO SPECIFICALLY.

Offshore operations are subject to a variety of operating risks specific to the marine environment, such as capsizing, collisions and damage or loss from hurricanes or other adverse weather conditions. These conditions can cause substantial damage to facilities and interrupt production. As a result, we could incur substantial liabilities that could reduce or eliminate the funds available for exploration, development or leasehold acquisitions, or result in loss of equipment and properties.

Production of reserves from reservoirs in the Gulf of Mexico generally declines more rapidly than from reservoirs in many other producing regions of the world. This results in recovery of a relatively higher percentage of reserves from properties in the Gulf of Mexico during the initial few years of production. As a result, reserve replacement needs from new prospects are greater and require us to incur significant capital expenditure to replace production.

NEW TECHNOLOGIES MAY CAUSE OUR CURRENT EXPLORATION AND DRILLING METHODS TO BECOME OBSOLETE.

The oil and natural gas industry is subject to rapid and significant advancements in technology, including the introduction of new products and services using new technologies. As competitors use or develop new technologies, we may be placed at a competitive disadvantage, and competitive pressures may force us to implement new technologies at a substantial cost. In addition, competitors may have greater financial, technical and personnel resources that allow them to enjoy technological advantages and may in the future allow them to implement new technologies before we can. We cannot be certain that we will be able to implement technologies on a timely basis or at a cost that is acceptable to us. One or more of the technologies that we currently use or that we may implement in the future may become obsolete, and we may be adversely affected.

OUR BUSINESS DEPENDS ON OIL AND NATURAL GAS TRANSPORTATION FACILITIES, SOME OF WHICH ARE OWNED BY OTHERS.

The marketability of our oil and natural gas production depends in part on the availability, proximity and capacity of pipeline systems owned by third parties. The unavailability of or lack of available capacity on these systems and facilities could result in the shut-in of producing wells or the delay or discontinuance of development plans for properties. Although we have some contractual control over the transportation of our product, material changes in these business relationships could materially affect our operations. Federal and state regulation of oil and natural gas production and transportation, tax and energy policies, changes in supply and demand, pipeline pressures, damage to or destruction of pipelines and general economic conditions could adversely affect our ability to produce, gather and transport oil and natural gas.

RISKS RELATED TO THE EXCHANGE OFFER AND THE NEW NOTES

IF YOU DO NOT PROPERLY TENDER YOUR OLD NOTES, YOU WILL CONTINUE TO HOLD UNREGISTERED OLD NOTES AND YOUR ABILITY TO TRANSFER OLD NOTES WILL BE ADVERSELY AFFECTED.

We will only issue new notes in exchange for old notes that you timely and properly tender. Therefore, you should allow sufficient time to ensure timely delivery of the old notes and carefully follow the instructions on how to tender your old notes. Neither we nor the exchange agent are required to tell you of any defects or irregularities with respect to your tender of the old notes.

If you do not exchange your old notes for new notes pursuant to the exchange offer, the old notes you hold will continue to be subject to the existing transfer restrictions. In general, you may not offer or sell the old notes except under an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not plan to register old notes under the Securities Act. Further, if you continue to hold any old notes after the exchange offer is consummated, you may not be able to sell the old notes because there will be fewer old notes outstanding.

OUR SIGNIFICANT INDEBTEDNESS COULD LIMIT OUR ABILITY TO SUCCESSFULLY OPERATE OUR BUSINESS AND PREVENT US FROM FULFILLING OUR OBLIGATIONS UNDER THE NEW NOTES.

We are substantially leveraged, and our exploration and development program will require substantial capital resources, estimated to range from \$100 to \$130 million per year over the next three years, and the operation of our existing operations will also require ongoing capital expenditures.

The degree to which we are leveraged could have other important consequences to you, including the following:

- we must dedicate a substantial portion of our cash flows from operations to the payment of our indebtedness, reducing the funds available to pay principal and interest on the new notes and for our operations;
- a portion of our borrowings are at variable rates of interest, making us vulnerable to increases in interest rates;
- we may be more highly leveraged than some of our competitors, which could place us at a competitive disadvantage;
- our degree of leverage may make us more vulnerable to a downturn in our business or the economy generally;
- the terms of our existing credit arrangements and the indenture governing the new notes contain numerous financial and other restrictive covenants;
- our debt level could limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate; and
- we may have difficulties borrowing money in the future.

DESPITE OUR CURRENT LEVELS OF INDEBTEDNESS WE STILL MAY BE ABLE TO INCUR SUBSTANTIALLY MORE DEBT. THIS COULD FURTHER INCREASE THE RISKS DESCRIBED ABOVE.

We may be able to incur substantial additional indebtedness in the future. The terms of the indenture relating to the new notes do not prohibit us from doing so. As of June 30, 2003, our senior credit facility would permit additional borrowings of \$59.4 million and all of those borrowings would be senior to the new notes. If new debt is added to our current debt levels, the related risks that we now face could intensify. See "Capitalization."

ANY FAILURE TO MEET OUR DEBT OBLIGATIONS COULD HARM OUR BUSINESS, FINANCIAL CONDITION AND RESULT OF OPERATIONS.

If our cash flow and capital resources are insufficient to fund our debt obligations, we may be forced to sell assets, seek additional equity or debt capital or restructure our debt. In addition, any failure to make scheduled payments of interest and principal on our outstanding indebtedness would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness on acceptable terms. Our cash flow and capital resources may be insufficient for payment of interest on and principal of our debt in the future, including payments on the new notes, and any such alternative measures may be unsuccessful or may not permit us to meet scheduled debt service obligations, which could cause us to default on our obligations and impair our liquidity.

YOUR RIGHT TO RECEIVE PAYMENTS ON THE NEW NOTES IS SUBORDINATED TO THE RIGHTS OF OUR SENIOR INDEBTEDNESS AND EFFECTIVELY SUBORDINATED TO THE RIGHTS OF EXISTING AND FUTURE CREDITORS OF ANY SUBSIDIARIES THAT ARE NOT GUARANTORS ON THE NEW NOTES.

Holders of our senior indebtedness will have claims that are prior to your claims as holders of the new notes. In the event of any distribution of our assets in any foreclosure, dissolution, winding-up, liquidation, reorganization, or other bankruptcy proceeding, holders of senior indebtedness will have prior claim to all of our assets. Holders of the new notes will participate ratably with all holders of our senior subordinated indebtedness that is deemed to be of the same class as the new notes, based upon the respective amounts owed to each holder or creditor, in our remaining assets. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the new notes. As a result, holders of new notes may receive less, ratably, than holders of senior indebtedness.

As of June 30, 2003, we had total senior indebtedness of approximately \$184.1 million, including our 50% portion of indebtedness owed by our Great Lakes joint venture under its credit facility. We may incur additional indebtedness in the future under the terms of the indenture.

We conduct substantially all of our operations through our subsidiaries and some of our subsidiaries do not guarantee the new notes. In addition, we may be able to designate one or more subsidiaries in the future as unrestricted subsidiaries. As a result, holders of the new notes will be effectively subordinated to the indebtedness and other liabilities of any such subsidiaries, including trade creditors. Therefore, in the event of the insolvency or liquidation of an unrestricted subsidiary, following payment by such subsidiary of its liabilities, such subsidiary may not have sufficient remaining assets to make payments to us as a shareholder or otherwise. In the event of a default by any such subsidiary under any credit arrangement or other indebtedness, its creditors could accelerate such debt, prior to such subsidiary distributing amounts to us that we could have used to make payments on the new notes.

WE MAY NOT BE ABLE TO REPURCHASE THE NEW NOTES.

You may require us to repurchase all or a portion of your new notes on certain dates or in the event of a change in control. We may not have enough funds to pay the repurchase price on a purchase date. Our existing and any future credit agreements or other debt agreements to which we become a party may provide that our obligation to repurchase the new notes would be an event of default under such agreement. As a result, we may be restricted or prohibited from repurchasing the new notes. If we are prohibited from repurchasing the new notes, we could seek the consent of our then-existing lenders to

repurchase the new notes or we could attempt to refinance the borrowings that contain such prohibition. If we are unable to obtain a consent or refinance the debt, we could not repurchase the new notes. Our failure to repurchase tendered new notes would constitute a default under the indenture and might constitute a default under the terms of other indebtedness that we incur.

The term "change in control" is limited to certain specified transactions and may not include other events that might adversely affect our financial condition. Our obligation to repurchase the new notes upon a change in control would not necessarily afford holders of new notes protection in the event of a highly leveraged transaction, reorganization, merger or similar transaction involving us.

THE NEW NOTES MAY NOT BE RATED OR MAY RECEIVE A LOWER RATING THAN ANTICIPATED.

We believe it is unlikely that the new notes will be rated. However, if one or more rating agencies rates the new notes and assigns the new notes a rating lower than the rating expected by investors, or reduces their rating in the future, the market price of the new notes would be harmed.

YOU MAY FIND IT DIFFICULT TO SELL YOUR NEW NOTES.

You may find it difficult to sell your new notes because an active trading market for the new notes may not develop. There is no existing trading market for the new notes issued in this exchange offer. We do not know the extent to which investor interest will lead to the development of a trading market or how liquid that market might be. As a result, the market price of the new notes could be adversely affected.

EXCHANGE OFFER

We sold the old notes on July 21, 2003 pursuant to a purchase agreement dated July 16, 2003, by and among us and the initial purchasers named therein. The old notes were subsequently offered by the initial purchasers to qualified institutional buyers pursuant to Rule 144A under the Securities Act and outside the United States to persons other than U.S. persons in reliance on Regulation S under the Securities Act.

PURPOSE AND EFFECT OF THE EXCHANGE OFFER

In connection with the issuance of the old notes, we entered into a registration rights agreement under which we agreed to:

- within 90 days after the issue date of the old notes, file a registration statement with the Securities and Exchange Commission with respect to a registered offer to exchange the old notes for new notes of ours having terms substantially identical in all material respects to the old notes except with respect to transfer restrictions;
- use our best efforts to cause the registration statement to be declared effective under the Securities Act within 180 days after the issue date of the old notes;
- use our reasonable best efforts to consummate the exchange offer within 210 days after the issue date of the old notes;
- keep the exchange offer open for not less than 30 days (or longer if required by applicable law) after the date notice of the exchange offer is mailed to the holders of the old notes; and
- to file a shelf registration for the resale of the old notes if we cannot consummate the exchange offer within the time period listed above and certain other circumstances described in this prospectus.

For each old note tendered to us pursuant to the exchange offer, we will issue to the holder of such old note a new note having a principal amount equal to that of the surrendered old note. Interest on each new note will accrue from the last date upon which we paid interest on the old note, unless no interest has been paid on the old note, in which case, interest shall be paid from the original issuance date of the old note.

Under existing interpretations of the staff of the Securities and Exchange Commission issued to third parties, the new notes will be freely transferable by holders other than our affiliates after the exchange offer without further registration under the Securities Act if the holder of the new notes represents to us in the exchange offer that it is acquiring the new notes in the ordinary course of its business, that it has no arrangement or understanding with any person to participate in the distribution of the new notes and that it is not our affiliate, as such terms are interpreted by the Securities and Exchange Commission; provided, however that broker-dealers receiving new notes in the exchange offer will have a prospectus delivery requirement with respect to resales of such new notes. The staff of the Securities and Exchange Commission has taken the position in interpretations issued to third parties that participating broker-dealers may fulfill their prospectus delivery requirements with respect to new notes (other than a resale of an unsold allotment from the original sale of the old notes) with the prospectus contained in the registration statement covering the new notes. Each broker-dealer that receives new notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. See "Plan of Distribution."

Under the registration rights agreement, we are required to allow participating broker-dealers and other persons, if any, with similar prospectus delivery requirements to use the prospectus contained in the registration statement in connection with the resale of the new notes for 180 days following the effective date of such registration statement (or such shorter period during which participating broker-dealers are required by law to deliver such prospectus).

A holder of old notes (other than certain specified holders) who wishes to exchange old notes for new notes in the exchange offer will be required to represent that any new notes to be received by it will be acquired in the ordinary course of its business and that at the time of the commencement of the exchange offer it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the new notes and that it is not our "affiliate," as defined in Rule 405 of the Securities Act, or if it is an affiliate, that it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

In the event that:

- any change of law or in applicable interpretations thereof by the staff of the Securities and Exchange Commission do not permit us to effect an exchange offer;
- for any other reason the exchange offer is not consummated within 210 days after the issue date of the old notes;
- any holder of old notes, other than the initial purchasers, notifies us prior to the 20th business day following the consummation of the exchange offer it is prohibited by law or the applicable interpretations of the staff of the Securities and Exchange Commission from participating in the exchange offer;
- in the case of any holder of old notes who participates in the exchange offer, such holder does not receive new notes on the date of the exchange that may be sold without restriction under state and federal securities laws (other than due solely to the status of such holders as an affiliate of ours within the meaning of the Securities Act); or
- an initial purchaser so requests with respect to old notes or private exchange notes that have, or that are reasonably likely to be determined to have, the status of unsold allotments in an initial distribution;

then we will, at our cost, use our reasonable best efforts to file and use our reasonable best efforts to have declared effective a shelf registration statement covering resales of the old notes on or prior to the later of 180 calendar days after the issue date of the old notes or 90 days after the shelf registration statement is required to be filed with the Securities and Exchange Commission.

We will use our reasonable best efforts to keep the shelf registration statement effective until two years after the issue date of the old notes, subject to certain exceptions. We will, if we file a shelf registration statement, among other things, provide to each holder for whom such shelf registration statement was filed copies of the prospectus which is a part of the shelf registration statement, notify each such holder when the shelf registration statement has become effective and take certain other actions as are required to permit unrestricted resales of the old notes or the new notes, as the case may be. A holder selling such old notes or new notes pursuant to the shelf registration statement generally would be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the registration rights agreement which are applicable to such holder (including certain indemnification obligations).

The registration rights agreement obligates us to pay additional cash interest on the principal amount of the applicable old notes and new notes (in addition to the stated interest on the old notes and the new notes) upon the occurrence of any of the following events:

- if the registration statement of which this prospectus forms a part is not declared effective by the Securities and Exchange Commission on or prior to the 180th day after the issue date of the old notes (the "effectiveness deadline");
- if the exchange offer is not consummated on or prior to the earlier of the 30th business day following the effectiveness deadline or the 210th day following the issue date of the old notes;

- if obligated to file the shelf registration statement, it is not declared effective by the later of 180 calendar days after the issue date of the old notes or 90 days after the shelf registration statement is required to be filed with the Securities and Exchange Commission; or
- after the shelf registration statement is declared effective it ceases to be effective or usable (subject to some exceptions);

from and including the date on which any registration default shall occur to, but excluding, the earlier of (1) the date on which all registration defaults have been cured or (2) the date on which all the old notes and the new notes otherwise become freely transferable by holders other than our affiliates without further registration under the Securities Act. The additional cash interest will accrue at a rate of .25% per annum during the 90 day period immediately following the occurrence of a registration default and shall increase by an additional .25% per annum with respect to each subsequent 90 day period, up to a maximum amount of additional interest of .50% per annum.

RESALE OF NEW NOTES

Based on no action letters of the staff of the Securities and Exchange Commission issued to third parties, we believe that new notes may be offered for resale, resold and otherwise transferred by you without further compliance with the registration and prospectus delivery provisions of the Securities Act if:

- you are not our "affiliate" within the meaning of Rule 405 under the Securities Act;
- such new notes are acquired in the ordinary course of your business; and
- you do not intend to participate in the distribution of such new notes.

The staff of the Securities and Exchange Commission, however, has not considered the exchange offer for the new notes in the context of a no action letter, and the staff of the Securities and Exchange Commission may not make a similar determination as in the no action letters issued to these third parties.

If you tender in the exchange offer with the intention of participating in any manner in a distribution of the new notes:

- you cannot rely on such interpretations by the Securities and Exchange Commission staff issued to third parties; and
- you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

Unless an exemption from registration is otherwise available, any security holder intending to distribute new notes should be covered by an effective registration statement under the Securities Act. This registration statement should contain the selling security holder's information required by Item 507 of Regulation S-K under the Securities Act. This prospectus may be used for an offer to resell, resale or other retransfer of new notes only as specifically described in this prospectus. Only broker-dealers that acquired the old notes as a result of market-making activities or other trading activities may participate in the exchange offer. Each broker-dealer that receives new notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of the new notes. Please read the section captioned "Plan of Distribution" for more details regarding the transfer of new notes.

TERMS OF THE EXCHANGE OFFER

Subject to the terms and conditions described in this prospectus and in the letter of transmittal, we will accept for exchange any old notes properly tendered and not withdrawn prior to the expiration date. We will issue new notes in principal amount equal to the principal amount of old notes surrendered under the exchange offer. Old notes may be tendered only for new notes and only in integral multiples of \$1,000.

The exchange offer is not conditioned upon any minimum aggregate principal amount of old notes being tendered for exchange.

As of the date of this prospectus, \$100,000,000 aggregate principal amount of the old notes is outstanding. This prospectus and the letter of transmittal are being sent to all registered holders of old notes. There will be no fixed record date for determining registered holders of old notes entitled to participate in the exchange offer.

We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement, the applicable requirements of the Securities Act and the Securities Exchange Act of 1934 and the rules and regulations of the Securities and Exchange Commission. Old notes that the holders thereof do not tender for exchange in the exchange offer will remain outstanding and continue to accrue interest. These old notes will be entitled to the rights and benefits such holders have under the indenture relating to the old notes and the registration rights agreement.

We will be deemed to have accepted for exchange properly tendered old notes when we have given oral or written notice of the acceptance to the exchange agent and complied with the applicable provisions of the registration rights agreement. The exchange agent will act as agent for the tendering holders for the purposes of receiving the new notes from us.

If you tender old notes in the exchange offer, you will not be required to pay brokerage commissions or fees or, subject to the letter of transmittal, transfer taxes with respect to the exchange of old notes. We will pay all charges and expenses, other than certain applicable taxes described below, in connection with the exchange offer. It is important that you read the section labeled "-- Fees and Expenses" for more details regarding fees and expenses incurred in the exchange offer.

We will return any old notes that we do not accept for exchange for any reason without expense to their tendering holder promptly after the expiration or termination of the exchange offer.

Each broker-dealer that receives new notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. See "Plan of Distribution."

EXPIRATION DATE

The exchange offer will expire at 5:00 p.m., New York City time, on , 2003 unless, in our sole discretion, we extend it.

EXTENSIONS, DELAYS IN ACCEPTANCE, TERMINATION OR AMENDMENT

We expressly reserve the right, at any time or various times, to extend the period of time during which the exchange offer is open. We may delay acceptance of any old notes by giving oral or written notice of such extension to their holders if the exchange offer is so extended. During any such extensions, all old notes previously tendered will remain subject to the exchange offer, and we may accept them for exchange upon the expiration of the extended exchange offer.

In order to extend the exchange offer, we will notify the exchange agent orally or in writing of any extension. We will notify the registered holders of old notes of the extension no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date.

If any of the conditions described below under "-- Conditions to the Exchange Offer" have not been satisfied, we reserve the right, in our sole discretion

- to delay accepting for exchange any old notes,
- to extend the exchange offer, or
- to terminate the exchange offer,

by giving oral or written notice of such delay, extension or termination to the exchange agent. However, we may not delay acceptance for exchange of any old notes after the expiration of the exchange offer. Subject to the terms of the registration rights agreement, we also reserve the right to amend the terms of the exchange offer in any manner.

Any such delay in acceptance, extension, termination or amendment will be followed promptly by oral or written notice thereof to the registered holders of old notes. If we amend the exchange offer in a manner that we determine to constitute a material change, we will promptly disclose such amendment by means of a prospectus supplement. The supplement will be distributed to the registered holders of the old notes. Depending upon the significance of the amendment and the manner of disclosure to the registered holders, we will extend the exchange offer if the exchange offer would otherwise expire during such period.

CONDITIONS TO THE EXCHANGE OFFER

We will not be required to accept for exchange, or exchange any new notes for, any old notes if the exchange offer, or the making of any exchange by a holder of old notes, would violate applicable law or any applicable interpretation of the staff of the Securities and Exchange Commission. Similarly, we may terminate the exchange offer as provided in this prospectus before accepting old notes for exchange in the event of such a potential violation.

In addition, we will not be obligated to accept for exchange the old notes of any holder that has not made to us the representations described under "-- Purpose and Effect of the Exchange Offer," "-- Procedures for Tendering" and "Plan of Distribution" and such other representations as may be reasonably necessary under applicable Securities and Exchange Commission rules, regulations or staff interpretations to allow us to use an appropriate form to register the new notes under the Securities Act.

We expressly reserve the right to amend or terminate the exchange offer, and to reject for exchange any old notes not previously accepted for exchange, upon the occurrence of any of the conditions to the exchange offer specified above. We will give oral or written notice of any extension, amendment, non-acceptance or termination to the holders of the old notes as promptly as practicable.

These conditions are for our sole benefit, and we may assert them or waive them in whole or in part at any time prior to or on the expiration of the offer in our sole discretion. If we fail at any time to exercise any of these rights, this failure will not mean that we have waived our rights. Each such right will be deemed an ongoing right that we may assert at any time prior to or on the expiration of the offer.

In addition, we will not accept for exchange any old notes tendered, and will not issue new notes in exchange for any such old notes, if at such time any stop order has been threatened or is in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the indenture relating to the new notes under the Trust Indenture Act of 1939.

PROCEDURES FOR TENDERING

HOW TO TENDER GENERALLY

To participate in the exchange offer, you must properly tender your old notes to the exchange agent as described below. We will only issue new notes in exchange for old notes that you timely and properly tender. Therefore, you should allow sufficient time to ensure timely delivery of the old notes, and you should follow carefully the instructions on how to tender your old notes. It is your responsibility to properly tender your old notes. We have the right to waive any defects. However, we are not required to waive defects, and neither we nor the exchange agent is required to notify you of defects in your tender.

If you have any questions or need help in exchanging your old notes, please call the exchange agent whose address and phone number are described in the letter of transmittal.

All of the old notes were issued in book-entry form, and all of the old notes are currently represented by a global certificate held by Cede & Co. for the account of DTC. We have confirmed with DTC that the old notes may be tendered using ATOP. The exchange agent will establish an account with DTC for

purposes of the exchange offer promptly after the commencement of the exchange offer, and DTC participants may electronically transmit their acceptance of the exchange offer by causing DTC to transfer their old notes to the exchange agent using the ATOP procedures. In connection with the transfer, DTC will send an "agent's message" to the exchange agent. The agent's message will state that DTC has received instructions from the participant to tender old notes and that the participant agrees to be bound by the terms of the letter of transmittal.

By using the ATOP procedures to exchange old notes, you will not be required to deliver a letter of transmittal to the exchange agent. However, you will be bound by its terms just as if you had signed it.

There is no procedure for guaranteed late delivery of the old notes.

DETERMINATIONS UNDER THE EXCHANGE OFFER

We will determine in our sole discretion all questions as to the validity, form, eligibility, time of receipt, acceptance of tendered old notes and withdrawal of tendered old notes. Our determinations will be final and binding. We reserve the absolute right to reject any old notes not properly tendered or any old notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the rights to waive any defects, irregularities or conditions of tender as to particular old notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, all defects or irregularities in connection with tenders of old notes must be cured within such time as we shall determine. Although we intend to notify holders of defects or irregularities with respect to tenders of old notes, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tendere of old notes will not be deemed made until such defects or irregularities have been cured or waived. Any old notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned to the tendering holder as soon as practicable following the expiration date.

WHEN WE WILL ISSUE NEW NOTES

In all cases, we will issue new notes for old notes that we have accepted for exchange under the exchange offer only after the exchange agent timely receives:

- a book-entry confirmation of such old notes into the exchange agent's account at DTC; and
- a properly transmitted agent's message.

RETURN OF OLD NOTES NOT ACCEPTED OR EXCHANGED

If we do not accept any tendered old notes for exchange or if old notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or non-exchanged old notes will be returned without expense to their tendering holder. Such non-exchanged old notes will be credited to an account maintained with DTC. These actions will occur promptly after the expiration or termination of the exchange offer.

YOUR REPRESENTATIONS TO US

By agreeing to be bound by the letter of transmittal, you will represent to us that, among other things:

- any new notes that you receive will be acquired in the ordinary course of your business;
- you have no arrangement or understanding with any person or entity to participate in the distribution of the new notes within the meaning of the Securities Act;
- if you are not a broker-dealer that you are not engaged in and do not intend to engage in the distribution of the new notes;

- if you are a broker-dealer that will receive new notes for your own account in exchange for old notes, you acquired those notes as a result of market-making activities or other trading activities and you will deliver a prospectus, as required by law, in connection with any resale of such new notes; and
- you are not our "affiliate," as defined in Rule 405 of the Securities Act or if you are our "affiliate" that you will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

WITHDRAWAL OF TENDERS

Except as otherwise provided in this prospectus, you may withdraw your tender at any time prior to the expiration date. For a withdrawal to be effective you must comply with the appropriate ATOP procedures. Any notice of withdrawal must specify the name and number of the account at DTC to be credited with withdrawn old notes and otherwise comply with the ATOP procedures.

We will determine all questions as to the validity, form, eligibility and time of receipt of notice of withdrawal. Our determination shall be final and binding on all parties. We will deem any old notes so withdrawn not to have been validly tendered for exchange for purposes of the exchange offer.

Any old notes that have been tendered for exchange but that are not exchanged for any reason will be credited to an account maintained with DTC for the old notes. This crediting will take place as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. You may retender properly withdrawn old notes by following the procedures described under "-- Procedures for Tendering" above at any time on or prior to the expiration date.

FEES AND EXPENSES

We will bear the expenses of soliciting tenders. The principal solicitation is being made by mail; however, we may make additional solicitation by telegraph, telephone or in person by our officers and regular employees and those of our affiliates.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to broker-dealers or others soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and reimburse it for its related reasonable out-of-pocket expenses.

We will pay the cash expenses to be incurred in connection with the exchange offer. They include:

- Securities and Exchange Commission registration fees;
- fees and expenses of the exchange agent and trustee;
- accounting and legal fees and printing costs; and
- related fees and expenses.

TRANSFER TAXES

We will pay all transfer taxes, if any, applicable to the exchange of old notes under the exchange offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if a transfer tax is imposed for any reason other than the exchange of old notes under the exchange offer.

CONSEQUENCES OF FAILURE TO EXCHANGE

If you do not exchange new notes for your old notes under the exchange offer, you will remain subject to the existing restrictions on transfer of the old notes. In general, you may not offer or sell the old notes unless they are registered under the Securities Act or unless the offer or sale is exempt from the

registration under the Securities Act and applicable state securities laws. Except as required by the registration rights agreement, we do not intend to register resales of the old notes under the Securities Act.

ACCOUNTING TREATMENT

We will record the new notes in our accounting records at the same carrying value as the old notes. This carrying value is the aggregate principal amount of the old notes, as reflected in our accounting records on the date of exchange. Accordingly, we will not recognize any gain or loss for accounting purposes in connection with the exchange offer. The expenses of the exchange offer will be amortized over the term of the new notes.

OTHER

Participation in the exchange offer is voluntary, and you should carefully consider whether to accept. You are urged to consult your financial and tax advisors in making your own decision on what action to take.

We may in the future seek to acquire untendered old notes in open market or privately negotiated transactions, through subsequent exchange offers or otherwise. We have no present plans to acquire any old notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any untendered old notes.

Each broker-dealer that receives new notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. See "Plan of Distribution."

USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreement. We will not receive any cash proceeds from the issuance of the new notes in the exchange offer. In consideration for issuing the new notes as contemplated by this prospectus, we will receive old notes in a like principal amount. The form and terms of the new notes are identical in all respects to the form and terms of the old notes, except the new notes are registered under the Securities Act and will not have restrictions on transfer, registration rights or provisions for additional cash interest. Old notes surrendered in exchange for the new notes will be retired and cancelled and will not be reissued. Accordingly, the issuance of the new notes will not result in any increase in our outstanding indebtedness.

CAPITALIZATION

The following table sets forth our capitalization as of June 30, 2003 on an actual basis and as adjusted to give effect to the offering of the old notes and the application of the net proceeds therefrom including:

- the redemption on August 20, 2003 of approximately \$68.8 million aggregate principal amount of 8 3/4% senior subordinated notes due 2007;
- the related redemption premium of \$2.0 million; and
- the repayment of \$26.3 million of indebtedness outstanding under our senior credit facility.

You should read this table in conjunction with our consolidated financial statements and related notes incorporated by reference in this prospectus.

AS OF JUNE 30, 2003	-----	ACTUAL AS
ADJUSTED(1)	-----	(DOLLARS IN
THOUSANDS)	(UNAUDITED)	CASH AND CASH
EQUIVALENTS.....		\$ 1,309 \$
1,309 =====		LONG-TERM DEBT: Senior credit
facility.....		110,600
84,287 Great Lakes credit		
facility.....		73,500 73,500 8
3/4% senior subordinated notes due 2007(2).....		
68,781 -- 7 3/8% senior subordinated notes due 2013, net		
of		
discount.....		-
- 98,272 6% convertible subordinated debentures due		
2007.....	20,740 20,740	----- Total
long-term debt.....		\$
273,621 \$ 276,799		----- 5 3/4% trust
convertible preferred securities.....		84,440
84,440		----- Total long-term debt and
trust preferred.....	\$ 358,061 \$ 361,239	-----
----- STOCKHOLDERS' EQUITY: Preferred stock, \$1		
par value; 10,000,000 shares authorized; none issued and		
outstanding.....	-- --	Common stock, \$.01
par value; 100,000,000 shares authorized; 55,952,379		
issued and outstanding(3).....	559 559	Capital in
excess of par value.....		396,302
396,302 Stock held by employee benefit trust, 1,605,992		
shares at		
cost.....		
(7,867) (7,867) Retained earnings		
(deficit).....		(144,014)
(145,568) Deferred compensation		
expense.....	(157) (157)	Other
comprehensive income.....		
(51,638) (51,638)		----- Total
stockholders' equity.....		\$
193,185 \$ 191,631		----- Total
capitalization.....		\$
551,246 \$ 552,870 =====		=====

-
- (1) Includes approximately \$97.1 million of net proceeds from the offering of the old notes.
 - (2) Redeemed in full on August 20, 2003.
 - (3) Outstanding common stock does not include (i) options to purchase 4,072,971 shares of common stock outstanding under our stock option plans as of June 30, 2003 and (ii) shares of our common stock reserved for issuance upon conversion of our 6% convertible subordinated debentures due 2007 and 5 3/4% trust convertible preferred securities outstanding as of June 30, 2003.

DESCRIPTION OF THE NEW NOTES

GENERAL

The form and terms of the new notes are the same as the form and terms of the old notes, except that the new notes have been registered under the Securities Act, will not bear legends restricting the transfer thereof, will not be entitled to registration rights under the registration rights agreement, and will not contain provisions relating to additional interest. Range Resources Corporation will issue the new notes under an indenture among itself, the Subsidiary Guarantors and Bank One, National Association, as trustee. The terms of the new notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939.

Certain terms used in this description are defined under the subheading "-- Certain Definitions." In this description, the words "Range Resources" or "the Company" refer only to Range Resources Corporation, and any successor obligor on the notes, and not to any of its subsidiaries. As used in this section, the term "notes" refers to both old notes and new notes.

The old notes, the new notes and any additional notes issued from time to time in accordance with the terms of the indenture will constitute a single class of debt securities under the indenture. If the exchange offer is consummated, holders of old notes who do not exchange new notes for their old notes will vote together with holders of the new notes and, if applicable, any holders of additional notes for all relevant purposes under the indenture. Accordingly, in determining whether the required holders have given any notice, consent or waiver or taken any other action permitted under the indenture, any old notes that remain outstanding after the exchange offer will be aggregated with the new notes and, if applicable, any additional notes, and the holders of the old notes, the new notes and the additional notes will vote together as a single class. All references in this prospectus to specified percentages in aggregate principal amount of the notes that are outstanding means, at any time after the exchange is consummated, the percentage in aggregate principal amount of the old notes, the new notes and the additional notes then outstanding.

The following description is a summary of the provisions of the indenture that we believe to be material and of interest to you and does not restate that agreement in its entirety. We encourage you to read the indenture because that agreement, and not this description, will define your rights as a holder of the notes. We have filed a copy of the indenture as an exhibit to the registration statement of which this prospectus is a part.

BASIC TERMS OF NOTES

The notes

- are unsecured senior subordinated obligations of Range Resources, subordinated in right of payment to all existing and future Senior Debt of Range Resources in accordance with the subordination provisions of the indenture;
- are jointly, severally and unconditionally guaranteed on a senior subordinated basis by each of the Restricted Subsidiaries of the Company and any future Restricted Subsidiary of the Company. The obligations of the Subsidiary Guarantors under the Guarantees will be general unsecured obligations of each of the Subsidiary Guarantors and will be subordinated in right of payment to all obligations of the Subsidiary Guarantors in respect of Senior Debt.
- are issued in an original aggregate principal amount of \$100,000,000;
- mature on July 15, 2013;

- bear interest commencing the date of issue at 7 3/8%, payable semiannually in arrears on each January 15 and July 15, commencing January 15, 2004 to holders of record on the January 1 or July 1 immediately preceding the interest payment date; and
- bear interest on overdue principal, and, to the extent lawful, pay interest on overdue interest, at 1.0% per annum higher than 7 3/8%.

Interest will be computed on the basis of a 360-day year of twelve 30-day months.

ADDITIONAL NOTES

Subject to the covenants described below, the Company may issue additional notes under the indenture having the same terms in all respects as the notes except that interest will accrue on the additional notes from their date of issuance.

Any old notes not exchanged in the exchange offer, any new notes and any additional notes would be treated as a single class for all purposes under the indenture and will vote together as one class on all matters under the indenture.

OPTIONAL REDEMPTION

Except as otherwise described below, the notes will not be redeemable at the Company's option prior to July 15, 2008. Thereafter, the notes will be subject to redemption at the option of the Company, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest thereon to the applicable redemption date, if redeemed during the twelve-month period beginning on July 15 of the years indicated below:

	% OF PRINCIPAL YEAR AMOUNT - ----
2008.....	103.688%
2009.....	102.458%
2010.....	101.229%
thereafter.....	100.000%

Prior to July 15, 2006, the Company may, at its option, on any one or more occasions, redeem up to 35% of the original aggregate principal amount of the notes at a redemption price equal to 107.375% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon to the redemption date, with all or a portion of the net proceeds of public sales of Equity Interests of the Company; provided that at least 65% of the original aggregate principal amount of the notes remains outstanding immediately after the occurrence of such redemption; and provided, further, that such redemption shall occur within 60 days of the date of the closing of the related sale of such Equity Interests.

NO MANDATORY REDEMPTION OR SINKING FUND

Except as set forth below under "-- Repurchase at the Option of Holders," the Company is not required to make mandatory redemption or sinking fund payments with respect to the notes.

GUARANTEES

The Company's payment obligations under the notes will be jointly, severally and unconditionally guaranteed (the "Guarantees") by each Restricted Subsidiary of the Company and any future Restricted Subsidiary of the Company. The Subsidiary Guarantors shall initially be Range Energy I, Inc., Range HoldCo, Inc., Range Production Company, Range Energy Ventures Corporation, Gulfstar Energy, Inc. and Range Energy Finance Corporation. The Guarantees will be subordinated to Indebtedness of the Subsidiary Guarantors to the same extent and in the same manner as the notes are subordinated to the

Senior Debt. Each Guarantee by a Subsidiary Guarantor will be limited in an amount not to exceed the maximum amount that can be guaranteed by the applicable Subsidiary Guarantor without rendering such Guarantee, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting rights of creditors generally.

The indenture provides that no Subsidiary Guarantor may consolidate with or merge with or into (whether or not such Subsidiary Guarantor is the surviving Person), another Person whether or not affiliated with such Subsidiary Guarantor, unless (i) subject to the provisions of the following paragraph, the Person formed by or surviving any such consolidation or merger (if other than such Subsidiary Guarantor) assumes all the obligations of such Subsidiary Guarantor pursuant to a supplemental indenture in form and substance reasonably satisfactory to the Trustee in respect of the notes, the indenture and the Guarantees; (ii) immediately after giving effect to such transaction, no Default or Event of Default exists; and (iii) such transaction does not violate any of the covenants described under the heading "-- Certain Covenants."

The indenture provides that in the event of a sale or other disposition of all or substantially all of the assets of a Subsidiary Guarantor to a third party or an Unrestricted Subsidiary in a transaction that does not violate any of the covenants in the indenture, by way of merger, consolidation or otherwise, or a sale or other disposition of all of the capital stock of a Subsidiary Guarantor, then such Subsidiary Guarantor (in the event of a sale or other disposition, by way of such a merger, consolidation or otherwise, of all of the capital stock of such Subsidiary Guarantor) or the Person acquiring the property (in the event of a sale or other disposition of all or substantially all of the assets of such Subsidiary Guarantor) will be released from and relieved of any obligations under its Guarantee; provided that the Net Proceeds of such sale or other disposition are applied in accordance with the covenant described under the caption "-- Repurchase at the Option of Holders -- Asset sales."

Any Subsidiary Guarantor that is designated an Unrestricted Subsidiary in accordance with the terms of the indenture shall be released and relieved of its obligations under its Guarantee and any Unrestricted Subsidiary and any newly formed or newly acquired Subsidiary that becomes a Restricted Subsidiary will be required to execute a Guarantee in accordance with the terms of the indenture.

The Company is a holding company, owns no operating assets and has no significant operations independent of its subsidiaries. The Guarantees are full and unconditional and joint and several, and any subsidiaries of the Company other than the Subsidiary Guarantors are minor.

SUBORDINATION

The payment of principal of, premium, if any, and interest on the notes and any other payment obligations of the Company in respect of the notes (including any obligation to repurchase the notes) will be subordinated in certain circumstances in right of payment, as set forth in the indenture, to the prior payment in full in cash of all Senior Debt, whether outstanding on the date of the indenture or thereafter incurred.

Upon any payment or distribution of property or securities to creditors of the Company in a liquidation or dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property, or in an assignment for the benefit of creditors or any marshalling of the Company's assets and liabilities, the holders of Senior Debt will be entitled to receive payment in full of all Obligations due in respect of such Senior Debt (including interest after the commencement of any such proceeding at the rate specified in the applicable Senior Debt, whether or not a claim for such interest would be allowed in such proceeding) before the Holders of notes will be entitled to receive any payment with respect to the notes, and until all Obligations with respect to Senior Debt are paid in full, any distribution to which the Holders of notes would be entitled shall be made to the holders of Senior Debt (except in each case that Holders of notes may receive securities that are subordinated at least to the same extent as the notes are subordinated to Senior Debt and any securities issued in exchange for Senior Debt and payments made from the trust described under "-- Legal Defeasance and Covenant Defeasance").

The Company may not make any payment (whether by redemption, purchase, retirement, defeasance or otherwise) upon or in respect of the notes (except in such subordinated securities or from the trust described under "-- Legal Defeasance and Covenant Defeasance") if (i) a default in the payment of the principal of, premium, if any, or interest on Designated Senior Debt occurs or (ii) any other default occurs and is continuing with respect to Designated Senior Debt that permits, or with the giving of notice or passage of time or both (unless cured or waived) will permit, holders of the Designated Senior Debt as to which such default relates to accelerate its maturity and the Trustee receives a notice of such default (a "Payment Blockage Notice") from the Company or the holders of any Designated Senior Debt. Cash payments on the notes shall be resumed (a) in the case of a payment default, upon the date on which such default is cured or waived and (b) in case of a nonpayment default, the earliest of the date on which such nonpayment default is cured or waived, the date on which the applicable Payment Blockage Notice is retracted by written notice to the Trustee or 90 days after the date on which the applicable Payment Blockage Notice is received, unless the maturity of any Designated Senior Debt has been accelerated or a default of the type described in clause (ix) under the caption "Events of Default" has occurred and is continuing. No new period of payment blockage may be commenced unless and until 360 days have elapsed since the date of commencement of the payment blockage period resulting from the immediately prior Payment Blockage Notice. No nonpayment default in respect of Designated Senior Debt that existed or was continuing on the date of delivery of any Payment Blockage Notice to the Trustee shall be, or be made, the basis for a subsequent Payment Blockage Notice.

The indenture will further require that the Company promptly notify holders of Senior Debt if payment of the notes is accelerated because of an Event of Default.

As a result of the subordination provisions described above, in the event of a liquidation or insolvency of the Company, Holders of notes may recover less ratably than creditors of the Company who are holders of Senior Debt. As of June 30, 2003, we had \$184.1 million of Senior Debt outstanding, including our 50% portion of indebtedness owed by our Great Lakes joint venture under its credit facility. The indenture will limit, subject to certain financial tests, the amount of additional Indebtedness, including Senior Debt, that the Company and its Subsidiaries can incur. See "-- Certain Covenants -- Incurrence of indebtedness and issuance of disqualified stock."

REPURCHASE AT THE OPTION OF HOLDERS

CHANGE OF CONTROL

Upon the occurrence of a Change of Control, each Holder of notes will have the right to require the Company to repurchase all or any part (equal to \$1,000 or an integral multiple thereof) of such Holder's notes pursuant to the offer described below (the "Change of Control Offer") at an offer price in cash equal to 101% of the aggregate principal amount of the notes plus accrued and unpaid interest, if any, thereon to the date of purchase (the "Change of Control Payment"). Within 30 days following any Change of Control, the Company will mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offer to repurchase the notes pursuant to the procedures required by the indenture and described in such notice. The Change of Control Payment shall be made on a business day not less than 30 days nor more than 60 days after such notice is mailed (the "Change of Control Payment Date"). The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control.

On the Change of Control Payment Date, the Company will, to the extent lawful, (i) accept for payment all the notes or portions thereof properly tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all the notes or portions thereof so tendered and (iii) deliver or cause to be delivered to the Trustee the notes so accepted together with an Officers' Certificate stating the aggregate principal amount of such notes or portions thereof being purchased by the Company. The Paying Agent will promptly mail to each Holder of

notes so tendered the Change of Control Payment for such notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any; provided that each such new note will be in a principal amount of \$1,000 or an integral multiple thereof. The Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

Except as described above with respect to a Change of Control, the indenture does not contain provisions that permit the Holders of notes to require that the Company repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

The Company will not be required to make a Change of Control Offer if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by the Company and purchases all notes (or portions thereof) validly tendered and not withdrawn under such Change of Control Offer.

The Credit Agreement prohibits the Company from repurchasing any notes pursuant to a Change of Control Offer prior to the repayment in full of the Senior Debt under the Credit Agreement. Moreover, the occurrence of certain change of control events identified in the Credit Agreement will constitute a default under the Credit Agreement. Any future Credit Facilities or other agreements relating to the Senior Debt to which the Company becomes a party may contain similar restrictions and provisions. If a Change of Control were to occur, the Company may not have sufficient available funds to pay the Change of Control Payment for all notes that might be delivered by Holders of notes seeking to accept the Change of Control Offer after first satisfying its obligations under the Credit Agreement or other agreements relating to Senior Debt, if accelerated. The failure of the Company to make or consummate the Change of Control Offer or pay the Change of Control Payment when due will constitute a Default under the indenture and will otherwise give the Trustee and the Holders of notes the rights described under "-- Events of Default and Remedies."

The definition of Change of Control includes a phrase relating to the sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the assets of the Company and its Subsidiaries taken as a whole. Although there is a developing body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder of notes to require the Company to repurchase such notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Company and its Subsidiaries taken as a whole to another Person or group may be uncertain.

ASSET SALES

The indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, engage in an Asset Sale unless (i) the Company or the Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by a resolution of the Board of Directors set forth in an Officers' Certificate delivered to the Trustee, which determination shall be conclusive evidence of compliance with this provision) of the assets or Equity Interests issued or sold or otherwise disposed of and (ii) at least 85% of the consideration therefor received by the Company or such Restricted Subsidiary in such Asset Sale, plus all other Asset Sales since the date of the indenture, on a cumulative basis, is in the form of cash or Cash Equivalents; provided that the amount of any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet) of the Company or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the notes or any guarantee thereof) are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases the Company or such Restricted Subsidiary from further liability.

Within 360 days after the receipt of any Net Proceeds from an Asset Sale, the Company may apply such Net Proceeds, at its option, (a) to reduce Senior Debt, (b) to acquire a controlling interest in another Oil and Gas Business, (c) to make capital expenditures in respect of the Company's or its

Restricted Subsidiaries' Oil and Gas Business, (d) to purchase long-term assets that are used or useful in such Oil and Gas Business or (e) to repurchase any notes. Pending the final application of any such Net Proceeds, the Company may temporarily reduce Senior Debt that is revolving debt or otherwise invest such Net Proceeds in any manner that is not prohibited by the indenture. Any Net Proceeds from Asset Sales that are not applied as provided in the first sentence of this paragraph will (after the expiration of the periods specified in this paragraph) be deemed to constitute "Excess Proceeds."

When the aggregate amount of Excess Proceeds exceeds \$10 million, the Company will be required to make an offer to all Holders of notes and, to the extent required by the terms thereof, to all holders or lenders of Pari Passu Indebtedness (an "Asset Sale Offer") to purchase the maximum principal amount of the notes and any such Pari Passu Indebtedness to which the Asset Sale Offer applies that may be purchased out of the Excess Proceeds, at an offer price in cash equal to 100% of the principal amount thereof plus accrued and unpaid interest thereon to the date of purchase, or, in the case of any other Pari Passu Indebtedness, 100% of the principal amount thereof (or with respect to discount Pari Passu Indebtedness, the accreted value thereof) on the date of purchase, in each case in accordance with the procedures set forth in the indenture or the agreements governing the Pari Passu Indebtedness, as applicable. To the extent that the aggregate principal amount (or accreted value, as the case may be) of the notes and Pari Passu Indebtedness tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes. If the aggregate principal amount of the notes surrendered by Holders thereof and the aggregate principal amount or accreted value of other Pari Passu Indebtedness surrendered by holders or lenders thereof, collectively, exceeds the amount of Excess Proceeds, the Trustee and the trustee or other lender representatives for the Pari Passu Indebtedness shall select the notes and other Pari Passu Indebtedness to be purchased on a pro rata basis, based on the aggregate principal amount (or accreted value, as applicable) thereof surrendered in such Asset Sale Offer. Upon completion of such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

The Credit Agreement prohibits the Company from purchasing any notes from the Net Proceeds of Asset Sales. Any future credit agreements or other agreements relating to Senior Debt to which the Company becomes a party may contain similar restrictions and provisions. In the event an Asset Sale Offer occurs at a time when the Company is prohibited from purchasing the notes, the Company could seek the consent of its lenders to the purchase or could attempt to refinance the Senior Debt that contain such prohibition. If the Company does not obtain such a consent or repay such Senior Debt, the Company may remain prohibited from purchasing the notes. In such case, the Company's failure to purchase tendered notes would constitute an Event of Default under the indenture which would, in turn, constitute a default under the Credit Agreement and possibly a default under other agreements relating to Senior Debt. In such circumstances, the subordination provisions in the indenture would likely restrict payments to the Holders of the notes.

CERTAIN COVENANTS

The indenture contains covenants including, among others, the following:

RESTRICTED PAYMENTS

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of the Company's Equity Interests (including, without limitation, any payment to holders of the Company's Equity Interests in connection with any merger or consolidation involving the Company) to the direct or indirect holders of the Company's Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company);

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Company or any direct or indirect parent or other Affiliate of the Company that is not a Wholly Owned Restricted Subsidiary of the Company;

(iii) make any principal payment on, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is subordinated to the notes, except at final maturity; or

(iv) make any Restricted Investment (all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments"), unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof; and

(b) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "-- Incurrence of indebtedness and issuance of disqualified stock"; and

(c) such Restricted Payment, together with the aggregate of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the date of the indenture (excluding Restricted Payments permitted by clauses (2), (3), (5), (6) and (7) of the next succeeding paragraph), is less than the sum of (i) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing prior to the date of the indenture to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), plus (ii) 100% of the aggregate net cash proceeds received by the Company from the issue and sale since the date of the indenture of Equity Interests of the Company or of debt securities of the Company that have been converted into or exchanged for such Equity Interests (other than Equity Interests (or convertible debt securities) sold to a Subsidiary of the Company and other than Disqualified Stock or debt securities that have been converted into Disqualified Stock), plus (iii) to the extent that any Restricted Investment that was made after the date of the indenture is sold for cash or otherwise liquidated or repaid for cash, the lesser of (A) the net proceeds of such sale, liquidation or repayment and (B) the initial amount of such Restricted Investment; provided, however, that the foregoing provisions of this paragraph (c) will not prohibit Restricted Payments in an aggregate amount not to exceed \$20 million.

The foregoing provisions will not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of the indenture;

(2) the redemption, repurchase, retirement or other acquisition of any Equity Interests of the Company in exchange for, or out of the proceeds of, the substantially concurrent sale (other than to a Subsidiary of the Company) of other Equity Interests of the Company (other than any Disqualified Stock); provided that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement or other acquisition shall be excluded from clause (c)(ii) of the preceding paragraph;

(3) the defeasance, redemption or repurchase of Subordinated Indebtedness with the net cash proceeds from an incurrence of subordinated Permitted Refinancing Debt or the substantially concurrent sale (other than to a Subsidiary of the Company) of Equity Interests of the Company (other than Disqualified Stock); provided that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement or other acquisition shall be excluded from clause (c)(ii) of the preceding paragraph;

(4) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company or any Subsidiary of the Company held by any of the Company's (or any of

its Subsidiaries') employees pursuant to any management equity subscription agreement or stock option agreement in effect as of the date of the indenture; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed \$2 million in any twelve-month period; and provided further that no Default or Event of Default shall have occurred and be continuing immediately after such transaction;

(5) repurchases of Equity Interests deemed to occur upon exercise of stock options if such Equity Interests represent a portion of the exercise price of such options;

(6) cash payments made by the Company for the repurchase, redemption or other acquisition or retirement of the 8 3/4% Senior Subordinated Notes; and

(7) cash payments made by the Company, not to exceed \$25 million in the aggregate, for the repurchase, redemption or other acquisition or retirement of the 6% Convertible Subordinated Debentures and the 5 3/4% Trust Convertible Preferred Securities.

The amount of all Restricted Payments (other than cash) shall be the fair market value (as determined in good faith by a resolution of the Board of Directors set forth in an Officers' Certificate delivered to the Trustee, which determination shall be conclusive evidence of compliance with this provision) on the date of the Restricted Payment of the asset(s) proposed to be transferred by the Company or the applicable Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. Not later than five days after the date of making any Restricted Payment, the Company shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by the covenant "Restricted Payments" were computed.

DESIGNATION OF UNRESTRICTED SUBSIDIARIES

The Board of Directors of the Company may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if such designation would not cause a Default. For purposes of making such determination, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid in cash) in the Subsidiary so designated will be deemed to be Restricted Payments at the time of such designation and will reduce the amount available for Restricted Payments under clause (c) of the first paragraph of the covenant "Restricted Payments." All such outstanding Investments will be deemed to constitute Investments in an amount equal to the greater of the fair market value or the book value of such Investments at the time of such designation. Such designation will only be permitted if such Restricted Payment would be permitted at such time and if such Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

INCURRENCE OF INDEBTEDNESS AND ISSUANCE OF DISQUALIFIED STOCK

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt) and the Company will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; provided, however, that the Company may incur Indebtedness (including Acquired Debt) or issue shares of Disqualified Stock if:

(i) the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock is issued would have been at least 2.5 to 1, determined on a pro forma basis as set forth in the definition of Fixed Charge Coverage Ratio; and

(ii) no Default or Event of Default shall have occurred and be continuing at the time such additional Indebtedness is incurred or such Disqualified Stock is issued or would occur as a consequence of the incurrence of the additional Indebtedness or the issuance of the Disqualified Stock.

Notwithstanding the foregoing, the indenture does not prohibit any of the following (collectively, "Permitted Indebtedness"):

- (a) the Indebtedness evidenced by the notes;
- (b) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness pursuant to Credit Facilities, so long as the aggregate principal amount of all Indebtedness outstanding under all Credit Facilities does not, at any one time, exceed the greater of (i) \$225 million (or, if there is any permanent reduction in the aggregate principal amount permitted to be borrowed under the Credit Agreement, such lesser aggregate principal amount) and (ii) an amount equal to the sum of (A) \$50 million plus (B) 30% of Adjusted Consolidated Net Tangible Assets determined after the incurrence of such Indebtedness (including the application of the proceeds therefrom);
- (c) the guarantee by any Subsidiary Guarantor of any Indebtedness that is permitted by the indenture to be incurred by the Company;
- (d) all Indebtedness of the Company and its Restricted Subsidiaries in existence as of the date of the indenture;
- (e) intercompany Indebtedness between or among the Company and any of its Wholly Owned Restricted Subsidiaries; provided, however, that (i) if the Company is the obligor on such Indebtedness, such Indebtedness is expressly subordinate to the payment in full of all Obligations with respect to the notes and (ii)(A) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Wholly Owned Restricted Subsidiary and (B) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Wholly Owned Restricted Subsidiary shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be;
- (f) Indebtedness in connection with one or more standby letters of credit, guarantees, performance bonds or other reimbursement obligations, in each case, issued in the ordinary course of business and not in connection with the borrowing of money or the obtaining of advances or credit (other than advances or credit on open account, includible in current liabilities, for goods and services in the ordinary course of business and on terms and conditions which are customary in the Oil and Gas Business, and other than the extension of credit represented by such letter of credit, guarantee or performance bond itself), not to exceed in the aggregate at any given time 5% of Total Assets;
- (g) Indebtedness under Interest Rate Hedging Agreements entered into for the purpose of limiting interest rate risks, provided that the obligations under such agreements are related to payment obligations on Indebtedness otherwise permitted by the terms of this covenant and that the aggregate notional principal amount of such agreements does not exceed 105% of the principal amount of the Indebtedness to which such agreements relate;
- (h) Indebtedness under Oil and Gas Hedging Contracts, provided that such contracts were entered into in the ordinary course of business for the purpose of limiting risks that arise in the ordinary course of business of the Company and its Restricted Subsidiaries;
- (i) the incurrence by the Company of Indebtedness not otherwise permitted to be incurred pursuant to this paragraph, provided that the aggregate principal amount (or accreted value, as applicable) of all Indebtedness incurred pursuant to this clause (i), together with all Permitted Refinancing Debt incurred pursuant to clause (j) of this paragraph in respect of Indebtedness previously incurred pursuant to this clause (i), does not exceed \$10 million at any one time outstanding;
- (j) Permitted Refinancing Debt incurred in exchange for, or the net proceeds of which are used to refinance, extend, renew, replace, defease or refund, Indebtedness that was permitted by the indenture to be incurred (including Indebtedness previously incurred pursuant to this clause (j));

(k) accounts payable or other obligations of the Company or any Restricted Subsidiary to trade creditors created or assumed by the Company or such Restricted Subsidiary in the ordinary course of business in connection with the obtaining of goods or services;

(l) Indebtedness consisting of obligations in respect of purchase price adjustments, guarantees or indemnities in connection with the acquisition or disposition of assets; and

(m) production imbalances that do not, at any one time outstanding, exceed 2% of the Total Assets of the Company.

The Company will not permit any Unrestricted Subsidiary to incur any Indebtedness other than Non-Recourse Debt; provided, however, if any such Indebtedness ceases to be Non-Recourse Debt, such event shall be deemed to constitute an incurrence of Indebtedness by the Company.

NO LAYERING

The indenture provides that (i) the Company will not incur, create, issue, assume, guarantee or otherwise become liable for any Indebtedness that is subordinate or junior in right of payment to any Senior Debt and senior in any respect in right of payment to the notes and (ii) the Subsidiary Guarantors will not directly or indirectly incur, create, issue, assume, guarantee or otherwise become liable for any Indebtedness that is subordinate or junior in right of payment to any Senior Debt and senior in any respect in right of payment to the Guarantees, provided, however, that the foregoing limitations will not apply to distinctions between categories of Indebtedness that exist by reason of any Liens arising or created in respect of some but not all such Indebtedness.

LIENS

The Company will not, and will not permit any of its Restricted Subsidiaries to, create, incur, assume or otherwise cause or suffer to exist or become effective any Lien securing Indebtedness of any kind (other than Permitted Liens) upon any of its property or assets, now owned or hereafter acquired, unless all payments under the notes are secured by such Lien prior to, or on an equal and ratable basis with, the Indebtedness so secured for so long as such Indebtedness is secured by such Lien.

DIVIDEND AND OTHER PAYMENT RESTRICTIONS AFFECTING SUBSIDIARIES

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to (i)(x) pay dividends or make any other distributions to the Company or any of its Restricted Subsidiaries (1) on its Capital Stock or (2) with respect to any other interest or participation in, or measured by, its profits, or (y) pay any indebtedness owed by it to the Company or any of its Restricted Subsidiaries, (ii) make loans or advances to the Company or any of its Restricted Subsidiaries or (iii) transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries, except for such encumbrances or restrictions existing under or by reason of (a) the Credit Agreement as in effect as of the date of the indenture, and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof or any other Credit Facility, provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements, refinancings or other Credit Facilities are no more restrictive taken as a whole with respect to such dividend and other payment restrictions than those contained in the Credit Agreement as in effect on the date of the indenture, (b) the indenture and the notes, (c) applicable law, (d) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except, in the case of Indebtedness, to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets

of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired, provided that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the indenture to be incurred, (e) by reason of customary non-assignment provisions in leases and customary provisions in other agreements that restrict assignment of such agreement or rights thereunder, entered into in the ordinary course of business and consistent with past practices, (f) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (iii) above on the property so acquired, or (g) Permitted Refinancing Debt, provided that the restrictions contained in the agreements governing such Permitted Refinancing Debt are no more restrictive than those contained in the agreements governing the Indebtedness being refinanced.

MERGER, CONSOLIDATION OR SALE OF ASSETS

The Company may not consolidate or merge with or into (whether or not the Company is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to another Person, and the Company may not permit any of its Restricted Subsidiaries to enter into any such transaction or series of transactions if such transaction or series of transactions would, in the aggregate, result in a sale, assignment, transfer, lease, conveyance, or other disposition of all or substantially all of the properties or assets of the Company to another Person, in either case unless

(i) the Company is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made (the "Surviving Entity") is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(ii) the Surviving Entity (if the Company is not the continuing obligor under the indenture) assumes all the obligations of the Company under the notes and the indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee;

(iii) immediately before and after giving effect to such transaction or series of transactions no Default or Event of Default exists;

(iv) immediately after giving effect to such transaction or a series of transactions on a pro forma basis (and treating any Indebtedness not previously an obligation of the Company and its Subsidiaries which becomes the obligation of the Company or any of its Subsidiaries as a result of such transaction or series of transactions as having been incurred at the time of such transaction or series of transactions), the Consolidated Net Worth of the Company and its Subsidiaries or the Surviving Entity (if the Company is not the continuing obligor under the indenture) is equal to or greater than the Consolidated Net Worth of the Company and its Subsidiaries immediately prior to such transaction or series of transactions and

(v) the Company or the Surviving Entity (if the Company is not the continuing obligor under the indenture) will, at the time of such transaction or series of transactions and after giving pro forma effect thereto as if such transaction or series of transactions had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the test set forth in the first paragraph of the covenant described above under the caption "-- Incurrence of indebtedness and issuance of disqualified stock."

Notwithstanding the restrictions described in the foregoing clauses (iv) and (v), any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to the Company, and any Wholly Owned Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to another Wholly Owned Restricted Subsidiary.

TRANSACTIONS WITH AFFILIATES

The Company will not, and will not permit any of its Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any of its Affiliates (each of the foregoing, an "Affiliate Transaction"), unless

(i) such Affiliate Transaction is on terms that are no less favorable to the Company or the relevant Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Subsidiary with an unrelated Person and

(ii) the Company delivers to the Trustee

(a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$1.0 million but less than or equal to \$5.0 million, an Officers' Certificate certifying that such Affiliate Transaction complies with clause (i) above,

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$5.0 million but less than or equal to \$10.0 million, a resolution of the Board of Directors set forth in an Officers' Certificate certifying that such Affiliate Transaction or series of Affiliate Transactions complies with clause (i) above and that such Affiliate Transaction or series of Affiliate Transactions has been approved in good faith by a majority of the members of the Board of Directors who are disinterested with respect to such Affiliate Transaction or series of related Affiliate Transactions, which resolution shall be conclusive evidence of compliance with this provision, and

(c) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$10.0 million, (x) a resolution of the Board of Directors set forth in an Officers' Certificate certifying that such Affiliate Transaction or series of related Affiliate Transactions complies with clause (i) above and that such Affiliate Transaction or series of related Affiliate Transactions has been approved in good faith by a resolution adopted by a majority of the members of the Board of Directors of the Company who are disinterested with respect to such Affiliate Transaction or series of related Affiliate Transactions and (y) an opinion as to the fairness to the Company or such Subsidiary of such Affiliate Transaction or series of related Affiliate Transactions from a financial point of view issued by an accounting, appraisal, engineering or investment banking firm of national standing (which resolution and fairness opinion shall be conclusive evidence of compliance with this provision);

provided that the following shall not be deemed Affiliate Transactions:

(1) transactions contemplated by any employment agreement or other compensation plan or arrangement entered into by the Company or any of its Subsidiaries in the ordinary course of business and consistent with the past practice of the Company or such Subsidiary,

(2) transactions between or among the Company and/or its Restricted Subsidiaries,

(3) Restricted Payments and Permitted Investments that are permitted by the provisions of the indenture described above under the caption "-- Restricted payments," and

(4) indemnification payments made to officers, directors and employees of the Company or any Subsidiary pursuant to charter, bylaw, statutory or contractual provisions.

ADDITIONAL SUBSIDIARY GUARANTEES

If the Company or any of its Restricted Subsidiaries acquires or creates another Restricted Subsidiary after the date of the indenture, then such newly acquired or created Restricted Subsidiary will be required to execute a Guarantee and deliver an opinion of counsel, in accordance with the terms of the indenture.

BUSINESS ACTIVITIES

The Company will not, and will not permit any Restricted Subsidiary to, engage in any material respect in any business other than the Oil and Gas Business.

COMMISSION REPORTS

Notwithstanding that the Company may not be required to remain subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, to the extent permitted by the Exchange Act the Company will file with the Commission and provide, within 15 days after such filing, the Trustee and Holders and prospective Holders (upon request) with the annual reports and the information, documents and other reports which are specified in Sections 13 and 15(d) of the Exchange Act (but without exhibits in the case of the Holders and prospective Holders). In the event that the Company is not permitted to file such reports, documents and information with the Commission, the Company will provide substantially similar information to the Trustee, the Holders, and prospective Holders (upon request) as if the Company were subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act. The Company also will comply with the other provisions of Section 314(a) of the Trust Indenture Act.

EVENTS OF DEFAULT AND REMEDIES

Each of the following constitutes an Event of Default:

(i) a default for 30 days in the payment when due of interest on the notes (whether or not prohibited by the subordination provisions of the indenture);

(ii) a default in payment when due of the principal of or premium, if any, on the notes (whether or not prohibited by the subordination provisions of the indenture);

(iii) the failure by the Company to comply with its obligations under "Certain Covenants -- Merger, consolidation or sale of assets" above;

(iv) the failure by the Company for 30 days after notice from the Trustee or the Holders of at least 25% in principal amount of the notes then outstanding to comply with the provisions described under the captions "Repurchase at the Option of Holders" and "Certain Covenants" other than the provisions described under "-- Merger, consolidation or sale of assets";

(v) failure by the Company for 60 days after notice from the Trustee or the Holders of at least 25% in principal amount of the notes then outstanding to comply with any of its other agreements in the indenture or the notes;

(vi) except as permitted by the indenture, any Guarantee shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or a Subsidiary Guarantor, or any Person acting on behalf of such Subsidiary Guarantor, shall deny or disaffirm its obligations under its Guarantee;

(vii) a default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries) whether such Indebtedness or guarantee existed on the date of the indenture or was created thereafter, which default

(a) is caused by a failure to pay principal of or premium, if any, or interest on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "Payment Default"), or

(b) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there is then existing a Payment Default or

the maturity of which has been so accelerated, aggregates \$10 million or more; provided, that if any such default is cured or waived or any such acceleration is rescinded, or such Indebtedness is repaid, within a period of 10 days from the continuation of such default beyond the applicable grace period or the occurrence of such acceleration, as the case may be, such Event of Default under the indenture and any consequential acceleration of the notes shall be automatically rescinded;

(viii) the failure by the Company or any of its Restricted Subsidiaries to pay final, non-appealable judgments aggregating in excess of \$10 million, which judgments remain unpaid or discharged for a period of 60 days; and

(ix) certain events of bankruptcy or insolvency with respect to the Company or any of its Significant Subsidiaries or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary.

If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the notes then outstanding may declare the principal of and accrued but unpaid interest on such notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Company or any Significant Subsidiary or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary, all outstanding notes will become due and payable without further action or notice. Holders of notes may not enforce the indenture or notes except as provided in the indenture. Subject to certain limitations, Holders of a majority in principal amount of the notes then outstanding may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest.

The Holders of a majority in principal amount of the notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the notes waive any existing Default or Event of Default and its consequences under the indenture except a continuing Default or Event of Default in the payment of interest or premium on, or the principal of, the notes.

The Company is required to deliver to the Trustee annually a statement regarding compliance with the indenture, and the Company is required, within five business days of becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

NO LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, INCORPORATORS, MEMBERS AND STOCKHOLDERS

No director, officer, employee, incorporator, member or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or such Guarantor under the notes, any Note Guaranty or the indenture or for any claim based on, in respect of, or by reason of, such obligations. Each holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. This waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the Commission that such a waiver is against public policy.

AMENDMENTS, SUPPLEMENTS AND WAIVERS

Except as provided in the next two succeeding paragraphs, the indenture, the notes or the Guarantees may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the notes), and any existing default or compliance with any provision of such indenture, the notes or the Guarantees may be waived with the consent of the Holders of a majority in principal amount of the then outstanding notes (including consents obtained in connection with a tender offer or exchange offer for the notes).

Without the consent of each Holder affected, an amendment or waiver may not (with respect to any the notes held by a non-consenting Holder):

(i) reduce the principal amount of the notes whose Holders must consent to an amendment, supplement or waiver,

(ii) reduce the principal of or change the fixed maturity of any note or alter the provisions with respect to the redemption of the notes (other than provisions relating to the covenants described above under the caption "--Repurchase at the Option of Holders"),

(iii) reduce the rate of or change the time for payment of interest on any note,

(iv) waive a Default or Event of Default in the payment of principal of or premium, if any, or interest on the notes (except a rescission of acceleration of the notes by the Holders of at least a majority in principal amount of such notes and a waiver of the payment default that resulted from such acceleration),

(v) make any note payable in money other than that stated in the notes,

(vi) make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of Holders of notes to receive payments of principal of or premium, if any, or interest on the notes, or

(vii) make any change in the foregoing amendment and waiver provisions.

In addition, any amendment to the provisions described under "-- Repurchase at the Option of Holders" or the provisions of Article 10 of the indenture (which relate to subordination) will require the consent of the Holders of at least 66 2/3% in principal amount of the notes then outstanding if such amendment would adversely affect the rights of Holders of such notes. However, no amendment may be made to the subordination provisions of the indenture that adversely affects the rights of any holder of Senior Debt then outstanding unless the holders of such Senior Debt (or any group or representative thereof authorized to give a consent) consents to such change.

Notwithstanding the foregoing, without the consent of any Holder of the notes the Company and the Trustee may amend or supplement the indenture or the notes to cure any ambiguity, defect or inconsistency, to provide for uncertificated notes in addition to or in place of certificated notes, to provide for the assumption of the Company's obligations to Holders of the notes in the case of a merger or consolidation, to make any change that would provide any additional rights or benefits to the Holders of the notes or that does not adversely affect the legal rights under the indenture of any such Holder, to secure the notes or to comply with requirements of the Commission in order to effect or maintain the qualification of the indenture under the Trust Indenture Act.

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

The Company may, at its option and at any time, elect to have all of its obligations discharged with respect to the outstanding notes ("Legal Defeasance") except for

(i) the rights of Holders of such outstanding notes to receive payments in respect of the principal of, premium, if any, or interest on such notes when such payments are due from the trust referred to below,

(ii) the Company's obligations with respect to such notes concerning issuing temporary notes, registration of such notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust,

(iii) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's obligations in connection therewith, and

(iv) the Legal Defeasance provisions of the indenture.

In addition, the Company may, at its option and at any time, elect to have the obligations of the Company released with respect to certain covenants that are described in the indenture ("Covenant Defeasance") and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "Events of Default and Remedies" will no longer constitute an Event of Default.

In order to exercise either Legal Defeasance or Covenant Defeasance,

(i) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of notes, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on the outstanding notes on the stated maturity or on the applicable redemption date, as the case may be, and the Company must specify whether the notes are being defeased to maturity or to a particular redemption date;

(ii) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an opinion of counsel in the United States reasonably acceptable to such Trustee confirming that

(A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or

(B) since the date of the indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the Holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(iii) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an opinion of counsel in the United States reasonably acceptable to such Trustee confirming that the Holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(iv) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit;

(v) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the indenture) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(vi) the Company must have delivered to the Trustee an opinion of counsel to the effect that after the 91st day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;

(vii) the Company must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders of notes over the other creditors of the Company, or with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(viii) the Company must deliver to the Trustee an Officers' Certificate and an opinion of counsel, each stating that all conditions precedent provided for relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

CONCERNING THE TRUSTEE

Bank One, National Association is the Trustee under the indenture. The Trustee and its affiliates also perform and may in the future perform certain banking and other services for us in the ordinary course of their business. The Trustee is also the paying agent and transfer agent for the notes.

The Trustee assumes no responsibility for this prospectus and has not reviewed or undertaken to verify any information contained in this prospectus.

GOVERNING LAW

The indenture, the notes and the Guarantees provide that they will be governed by the laws of the State of New York.

CERTAIN DEFINITIONS

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full definition of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"Acquired Debt" means, with respect to any specified Person,

(i) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, including, without limitation, Indebtedness incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Subsidiary of such specified Person, and

(ii) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Adjusted Consolidated Net Tangible Assets" means (without duplication), as of the date of determination,

(i) the sum of

(a) discounted future net revenues from proved oil and gas reserves of the Company and its Restricted Subsidiaries calculated in accordance with the Commission's guidelines before any state or federal income taxes, with no less than 80% of the discounted future net revenues estimated by one or more nationally recognized firms of independent petroleum engineers in a reserve report prepared as of the end of the Company's most recently completed fiscal year, as increased by, as of the date of determination, the estimated discounted future net revenues from

(1) estimated proved oil and gas reserves acquired since the date of such year-end reserve report, and

(2) estimated oil and gas reserves attributable to upward revisions of estimates of proved oil and gas reserves since the date of such year-end reserve report due to exploration, development or exploitation activities, in each case calculated in accordance with the Commission's guidelines (utilizing the prices utilized in such year-end reserve report) increased by the accretion of the discount from the date of the reserve report to the date of determination, and decreased by, as of the date of determination, the estimated discounted future net revenues from

(3) estimated proved oil and gas reserves produced or disposed of since the date of such year-end reserve report and

(4) estimated oil and gas reserves attributable to downward revisions of estimates of proved oil and gas reserves since the date of such year-end reserve report due to changes in geological conditions or other factors which would, in accordance with standard industry practice, cause such revisions, in each case calculated in accordance with the Commission's guidelines (utilizing the prices utilized in such year-end reserve report);

provided that, in the case of each of the determinations made pursuant to clause (1) through (4), such increases and decreases shall be as estimated by the Company's petroleum engineers, unless in the event that there is a Material Change as a result of such acquisitions, dispositions or revisions, then the discounted future net revenues utilized for purposes of this clause (i)(a) shall be confirmed in writing by one or more nationally recognized firms of independent petroleum engineers,

(b) the capitalized costs that are attributable to oil and gas properties of the Company and its Restricted Subsidiaries to which no proved oil and gas reserves are attributable, based on the Company's books and records as of a date no earlier than the date of the Company's latest annual or quarterly financial statements,

(c) the Net Working Capital on a date no earlier than the date of the Company's latest annual or quarterly financial statements and

(d) the greater of

(1) the net book value on a date no earlier than the date of the Company's latest annual or quarterly financial statements or

(2) the book value of other tangible assets (including, without duplication, investments in unconsolidated Restricted Subsidiaries and mineral rights held under lease or other contractual arrangements) of the Company and its Restricted Subsidiaries, as of the date no earlier than the date of the Company's latest annual or quarterly financial statements, minus

(ii) the sum of

(a) minority interests,

(b) any gas balancing liabilities of the Company and its Restricted Subsidiaries reflected in the Company's latest audited financial statements, and

(c) the discounted future net revenues, calculated in accordance with the Commission's guidelines, attributable to reserves subject to Dollar-Denominated Production Payments which, based on the estimates of production and price assumptions included in determining the discounted future net revenues specified in (i)(a) above, would be necessary to fully satisfy the payment obligations of the Company and its Restricted Subsidiaries with respect to Dollar-Denominated Production Payments on the schedules specified with respect thereto.

If the Company changes its method of accounting from the successful efforts method to the full cost method or a similar method of accounting, "Adjusted Consolidated Net Tangible Assets" will continue to be calculated as if the Company was still using the successful efforts method of accounting.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of 10% or more of the voting securities of a Person shall be deemed to be control.

"Asset Sale" means

(i) the sale, lease, conveyance or other disposition (but excluding the creation of a Lien) of any assets including, without limitation, by way of a sale and leaseback (provided that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole will be governed by the provisions of the indenture described above under the caption "-- Repurchase at the Option of Holders -- Change of control" and/or the provisions described above under the caption "-- Certain Covenants -- Merger, consolidation, or sale

of assets" and not by the provisions described above under "-- Repurchase at the Option of Holders -- Asset sales"), and

(ii) the issuance or sale by the Company or any of its Restricted Subsidiaries of Equity Interests of any of the Company's Subsidiaries (including the sale by the Company or a Restricted Subsidiary of Equity Interests in an Unrestricted Subsidiary), in the case of either clause (i) or (ii), whether in a single transaction or a series of related transactions

(a) that have a fair market value in excess of \$5 million or

(b) for net proceeds in excess of \$5 million.

Notwithstanding the foregoing, the following shall not be deemed to be Asset Sales:

(i) a transfer of assets by the Company to a Wholly Owned Restricted Subsidiary of the Company or by a Wholly Owned Restricted Subsidiary of the Company to the Company or to another Wholly Owned Restricted Subsidiary of the Company,

(ii) an issuance of Equity Interests by a Wholly Owned Restricted Subsidiary of the Company to the Company or to another Wholly Owned Restricted Subsidiary of the Company,

(iii) the making of a Restricted Payment or Permitted Investment that is permitted by the covenant described above under the caption "-- Certain Covenants -- Restricted payments,"

(iv) the abandonment, farm-out, lease or sublease of oil and gas properties in the ordinary course of business,

(v) the trade or exchange by the Company or any Restricted Subsidiary of the Company of any oil and gas property owned or held by the Company or such Restricted Subsidiary for any oil and gas property owned or held by another Person, which the Board of Directors of the Company determines in good faith to be of approximately equivalent value,

(vi) the trade or exchange by the Company or any Subsidiary of the Company of any oil and gas property owned or held by the Company or such Subsidiary for Equity Interests in another Person engaged primarily in the Oil and Gas Business which, together with all other such trades or exchanges (to the extent excluded from the definition of Asset Sale pursuant to this clause (vi)) since the date of the indenture, do not exceed 5% of Adjusted Consolidated Net Tangible Assets determined after such trade or exchange and

(vii) the sale or transfer of hydrocarbons or other mineral products or surplus or obsolete equipment in the ordinary course of business.

"Attributable Debt" in respect of a sale and leaseback transaction means, at the time of determination, the present value (discounted at the rate of interest implicit in such transaction, determined in accordance with GAAP) of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction (including any period for which such lease has been extended or may, at the option of the lessor, be extended).

"Borrowing Base" means, as of any date, the aggregate amount of borrowing availability as of such date under all Credit Facilities that determine availability on the basis of a borrowing base or other asset-based calculation.

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP.

"Capital Stock" means

(i) in the case of a corporation, corporate stock,

(ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock,

(iii) in the case of a partnership, partnership interests (whether general or limited),

(iv) in the case of a limited liability company or similar entity, any membership or similar interests therein and

(v) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalents" means

(i) United States dollars,

(ii) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof having maturities of not more than six months from the date of acquisition,

(iii) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case with any lender party to the Credit Agreement or with any domestic commercial bank having capital and surplus in excess of \$500 million and a Thompson Bank Watch Rating of "B" or better,

(iv) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (ii) and (iii) above entered into with any financial institution meeting the qualifications specified in clause (iii) above,

(v) commercial paper having a rating of at least P1 from Moody's Investors Service, Inc. (or its successor) and a rating of at least A1 from Standard & Poor's Ratings Group (or its successor) and

(vi) investments in money market or other mutual funds substantially all of whose assets comprise securities of the types described in clauses (ii) through (v) above.

"Change of Control" means the occurrence of any of the following:

(i) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole to any "person" or group of related "persons" (a "Group") (as such terms are used in Section 13(d)(3) of the Exchange Act),

(ii) the adoption of a plan relating to the liquidation or dissolution of the Company,

(iii) the consummation of any transaction (including, without limitation, any purchase, sale, acquisition, disposition, merger or consolidation) the result of which is that any "person" (as defined above) or Group becomes the "beneficial owner" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) of more than 40% of the aggregate voting power of all classes of Capital Stock of the Company having the right to elect directors under ordinary circumstances or

(iv) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors.

"Commission" means the Securities and Exchange Commission.

"Consolidated Cash Flow" means, with respect to any Person for any period, the Consolidated Net Income of such Person and its Restricted Subsidiaries for such period plus

(i) an amount equal to any extraordinary loss, plus any net loss realized in connection with an Asset Sale (together with any related provision for taxes), to the extent such losses were included in computing such Consolidated Net Income, plus

(ii) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was included in computing such Consolidated Net Income, plus

(iii) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, amortization of original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letters of credit or bankers' acceptance financings, and net payments (if any) pursuant to Interest Rate Hedging Agreements), to the extent that any such expense was included in computing such Consolidated Net Income, plus

(iv) depreciation, depletion and amortization expenses (including amortization of goodwill and other intangibles) for such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, depletion and amortization expenses were included in computing such Consolidated Net Income, plus

(v) exploration expenses for such Person and its Restricted Subsidiaries for such period to the extent such exploration expenses were included in computing such Consolidated Net Income, plus

(vi) other non-cash charges (excluding any such non-cash charge to the extent that it represents an accrual of or reserve for cash charges in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such other non-cash charges were included in computing such Consolidated Net Income, in each case, on a consolidated basis and determined in accordance with GAAP.

Notwithstanding the foregoing, the provision for taxes on the income or profits of, and the depreciation, depletion and amortization and other non-cash charges and expenses of, a Restricted Subsidiary of the referent Person shall be added to Consolidated Net Income to compute Consolidated Cash Flow only to the extent (and in the same proportion) that the Net Income of such Restricted Subsidiary was included in calculating the Consolidated Net Income of such Person and only if a corresponding amount would be permitted at the date of determination to be dividended to the referent Person by such Restricted Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Restricted Subsidiary or its stockholders.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided that

(i) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the referent Person or a Wholly Owned Restricted Subsidiary thereof,

(ii) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any

agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders,

(iii) the Net Income of any Person acquired in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded,

(iv) the cumulative effect of a change in accounting principles shall be excluded,

(v) any impairments or write-downs of oil and natural gas assets, shall be excluded, provided, however, that ceiling limitation write-downs in accordance with GAAP shall be treated as capitalized costs, as if such write-downs had not occurred,

(vi) extraordinary non-cash losses shall be excluded,

(vii) any non-cash compensation expenses realized for grants of performance shares, stock options or stock awards to officers, directors and employees of the Company or any of its Restricted Subsidiaries shall be excluded and

(viii) any unrealized non-cash gains or losses or charges in respect of hedge or non-hedge derivatives (including those resulting from the application of SFAS 133) shall be excluded.

"Consolidated Net Worth" means the total of the amounts shown on the balance sheet of the Company and its consolidated Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as of the end of the most recent fiscal quarter of the Company ending prior to the taking of any action for the purpose of which the determination is being made and for which internal financial statements are available (but in no event ending more than 135 days prior to the taking of such action), as

(i) the par or stated value of all outstanding Capital Stock of the Company, plus

(ii) paid-in capital or capital surplus relating to such Capital Stock plus

(iii) any retained earnings or earned surplus less

(A) any accumulated deficit and

(B) any amounts attributable to Disqualified Stock.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors of the Company who

(i) was a member of such Board of Directors on the date of original issuance of the notes or

(ii) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination.

"Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of May 2, 2002, by and among the Company, Bank One, NA, and the institutions named therein, as lenders, Bank One, NA, as administrative agent and Banc One Capital Markets, Inc., as joint lead arranger and joint bookrunner and JPMorgan Chase Bank, as joint lead arranger and joint bookrunner providing for up to \$225 million of Indebtedness, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case as amended, restated, modified, renewed, refunded, replaced or refinanced, in whole or in part, from time to time, whether or not with the same lenders or agents.

"Credit Facilities" means, with respect to the Company, one or more debt facilities (including, without limitation, the Credit Agreement) or commercial paper facilities with banks or other institutional lenders providing for revolving credit loans, term loans, production payments, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time. Indebtedness

under Credit Facilities outstanding on the date on which the notes are first issued and authenticated under the indenture (after giving effect to the use of proceeds thereof) shall be deemed to have been incurred on such date in reliance on the exception provided by clause (b) of the definition of Permitted Indebtedness.

"Default" means any event that is or with the passage of time or the giving of notice or both would be an Event of Default.

"Designated Senior Debt" means

(i) the Credit Agreement and

(ii) any other Senior Debt permitted under the indenture the principal amount of which is \$25 million or more and that has been designated by the Company as "Designated Senior Debt."

"Disqualified Stock" means any Capital Stock to the extent that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature.

"Dollar-Denominated Production Payments" means production payment obligations recorded as liabilities in accordance with GAAP, together with all undertakings and obligations in connection therewith.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Fixed Charge Coverage Ratio" means with respect to any Person for any period, the ratio of the Consolidated Cash Flow of such Person for such period to the Fixed Charges of such Person for such period. In the event that the Company or any of its Restricted Subsidiaries incurs, assumes, guarantees or redeems any Indebtedness (other than revolving credit borrowings) or issues preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to the date on which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee or redemption of Indebtedness, or such issuance or redemption of preferred stock, as if the same had occurred at the beginning of the applicable four-quarter reference period. In addition, for purposes of making the computation referred to above,

(i) acquisitions that have been made by the referent Person or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date (including, without limitation, any acquisition to occur on the Calculation Date) shall be deemed to have occurred on the first day of the four-quarter reference period and Consolidated Cash Flow for such reference period shall be calculated without giving effect to clause (iii) of the proviso set forth in the definition of Consolidated Net Income,

(ii) the net proceeds of Indebtedness incurred or Disqualified Stock issued by the referent Person pursuant to the first paragraph of the covenant described under the caption "-- Certain Covenants -- Incurrence of indebtedness and issuance of disqualified stock" during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date shall be deemed to have been received by the referent Person or any of its Restricted Subsidiaries on the first day of the four-quarter reference period and applied to its intended use on such date,

(iii) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, and

(iv) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but

only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the referent Person or any of its Restricted Subsidiaries following the Calculation Date.

"Fixed Charges" means, with respect to any Person for any period, the sum, without duplication, of

(i) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, amortization of original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to Interest Rate Hedging Agreements),

(ii) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period,

(iii) any interest expense on Indebtedness of another Person that is guaranteed by such Person or any of its Restricted Subsidiaries or secured by a Lien on assets of such Person or any of its Restricted Subsidiaries (whether or not such guarantee or Lien is called upon) and

(iv) the product of

(a) all cash dividend payments (and non-cash dividend payments in the case of a Person that is a Restricted Subsidiary) on any series of preferred stock of such Person or any of its Restricted Subsidiaries, times

(b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the date of the indenture.

"Guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness.

"Indebtedness" means, with respect to any Person, without duplication,

(a) any indebtedness of such Person, whether or not contingent,

(i) in respect of borrowed money,

(ii) evidenced by bonds, notes, debentures or similar instruments,

(iii) evidenced by letters of credit (or reimbursement agreements in respect thereof) or banker's acceptances,

(iv) representing Capital Lease Obligations,

(v) representing the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable,

(vi) representing any obligations in respect of Interest Rate Hedging Agreements or Oil and Gas Hedging Contracts, and

(vii) in respect of any Production Payment,

(b) all indebtedness of others secured by a Lien on any asset of such Person (whether or not such indebtedness is assumed by such Person),

(c) obligations of such Person in respect of production imbalances,

(d) Attributable Debt of such Person, and

(e) to the extent not otherwise included in the foregoing, the guarantee by such Person of any indebtedness of any other Person, provided that the indebtedness described in clauses (a)(i), (ii), (iv) and (v) shall be included in this definition of Indebtedness only if, and to the extent that, the indebtedness described in such clauses would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP.

"Interest Rate Hedging Agreements" means, with respect to any Person, the obligations of such Person under

(i) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements and

(ii) other agreements or arrangements designed to protect such Person against fluctuations in interest rates.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including guarantees of Indebtedness or other obligations, but excluding trade credit and other ordinary course advances customarily made in the oil and gas industry), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP; provided that the following shall not constitute Investments:

(i) an acquisition of assets, Equity Interests or other securities by the Company for consideration consisting of common equity securities of the Company,

(ii) Interest Rate Hedging Agreements entered into in accordance with the limitations set forth in clause (g) of the second paragraph of the covenant described under the caption "-- Certain Covenants -- Incurrence of indebtedness and issuance of disqualified stock,"

(iii) Oil and Gas Hedging Agreements entered into in accordance with the limitations set forth in clause (h) of the second paragraph of the covenant described under the caption "-- Certain Covenants -- Incurrence of indebtedness and issuance of disqualified stock" and

(iv) endorsements of negotiable instruments and documents in the ordinary course of business.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction other than a precautionary financing statement with respect to a lease not intended as a security agreement).

"Material Change" means an increase or decrease (excluding changes that result solely from changes in prices) of more than 20% during a fiscal quarter in the estimated discounted future net cash flows from proved oil and gas reserves of the Company and its Restricted Subsidiaries, calculated in accordance with

clause (i)(a) of the definition of Adjusted Consolidated Net Tangible Assets; provided, however, that the following will be excluded from the calculation of Material Change:

(i) any acquisitions during the quarter of oil and gas reserves that have been estimated by one or more nationally recognized firms of independent petroleum engineers and on which a report or reports exist and

(ii) any disposition of properties existing at the beginning of such quarter that have been disposed of as provided in the "Asset Sales" covenant.

"Net Income" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however,

(i) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with

(a) any Asset Sale (including, without limitation, dispositions pursuant to sale and leaseback transactions) or

(b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries and

(ii) any extraordinary or nonrecurring gain (but not loss), together with any related provision for taxes on such extraordinary or nonrecurring gain (but not loss).

"Net Proceeds" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale, but excluding cash amounts placed in escrow, until such amounts are released to the Company), net of the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees and expenses, and sales commissions) and any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of Indebtedness (other than Indebtedness under any Credit Facility) secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP and any reserve established for future liabilities.

"Net Working Capital" means

(i) all current assets of the Company and its Restricted Subsidiaries, minus

(ii) all current liabilities of the Company and its Restricted Subsidiaries, except current liabilities included in Indebtedness, in each case as set forth in financial statements of the Company prepared in accordance with GAAP (excluding any adjustments made pursuant to FASB 133).

"Non-Recourse Debt" means Indebtedness

(i) as to which neither the Company nor any of its Restricted Subsidiaries

(a) provides any guarantee or credit support of any kind (including any undertaking, guarantee, indemnity, agreement or instrument that would constitute Indebtedness), or

(b) is directly or indirectly liable (as a guarantor or otherwise); and

(ii) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of the Company or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity; and

(iii) the explicit terms of which provide that there is no recourse against any of the assets of the Company or its Restricted Subsidiaries.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Oil and Gas Business" means

(i) the acquisition, exploration, development, operation and disposition of interests in oil, gas and other hydrocarbon properties,

(ii) the gathering, marketing, treating, processing, storage, distribution, selling and transporting of any production from such interests or properties,

(iii) any business relating to exploration for or development, production, treatment, processing, storage, transportation or marketing of oil, gas and other minerals and products produced in association therewith and

(iv) any activity that is ancillary to or necessary or appropriate for the activities described in clauses (i) through (iii) of this definition.

"Oil and Gas Hedging Contracts" means any oil and gas purchase or hedging agreement, and other agreement or arrangement, in each case, that is designed to provide protection against oil and gas price fluctuations.

"Pari Passu Indebtedness" means Indebtedness that ranks pari passu in right of payment to the notes.

"Permitted Indebtedness" has the meaning given in the covenant described under the caption "-- Certain Covenants -- Incurrence of indebtedness and issuance of disqualified stock."

"Permitted Investments" means

(a) any Investment in the Company or in a Wholly Owned Restricted Subsidiary of the Company;

(b) any Investment in Cash Equivalents or securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof having maturities of not more than one year from the date of acquisition;

(c) any Investment by the Company or any Restricted Subsidiary of the Company in a Person if, as a result of such Investment and any related transactions that at the time of such Investment are contractually mandated to occur,

(i) such Person becomes a Wholly Owned Restricted Subsidiary of the Company or

(ii) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, the Company or a Wholly Owned Restricted Subsidiary of the Company;

(d) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "-- Repurchase at the Option of Holders -- Asset sales";

(e) other Investments in any Person or Persons having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (e) that are at the time outstanding, not to exceed \$10 million;

(f) any Investment acquired by the Company in exchange for Equity Interests in the Company (other than Disqualified Stock);

(g) shares of Capital Stock received in connection with any good faith settlement of a bankruptcy proceeding involving a trade creditor;

(h) entry into operating agreements, joint ventures, partnership agreements, working interests, royalty interests, mineral leases, processing agreements, farm-out agreements, contracts for the sale, transportation or exchange of oil and natural gas, unitization agreements, pooling arrangements, area of mutual interest agreements, production sharing agreements or other similar or customary agreements, transactions, properties, interests or arrangements, and Investments and expenditures in connection therewith or pursuant thereto, in each case made or entered into the ordinary course of the Oil and Gas Business, excluding, however, Investments in corporations other than any Investment received pursuant to the Asset Sale provision and

(i) the acquisition of any Equity Interests pursuant to a transaction of the type described in clause (vi) of the exclusions from the definition of "Asset Sale."

"Permitted Liens" means

(i) Liens securing Indebtedness of a Subsidiary or Liens securing Senior Debt that is outstanding on the date of issuance of the notes and Liens securing Senior Debt that are permitted by the terms of the indenture to be incurred;

(ii) Liens in favor of the Company;

(iii) Liens on property existing at the time of acquisition thereof by the Company or any Subsidiary of the Company and Liens on property or assets of a Subsidiary existing at the time it became a Subsidiary, provided that such Liens were in existence prior to the contemplation of the acquisition and do not extend to any assets other than the acquired property;

(iv) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other kinds of social security, or to secure the payment or performance of tenders, statutory or regulatory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business (including lessee or operator obligations under statutes, governmental regulations or instruments related to the ownership, exploration and production of oil, gas and minerals on state or federal lands or waters);

(v) Liens existing on the date of the indenture;

(vi) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, provided that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(vii) statutory liens of landlords, mechanics, suppliers, vendors, warehousemen, carriers or other like Liens arising in the ordinary course of business;

(viii) judgment Liens not giving rise to an Event of Default so long as any appropriate legal proceeding that may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceeding may be initiated shall not have expired;

(ix) Liens on, or related to, properties or assets to secure all or part of the costs incurred in the ordinary course of the Oil and Gas Business for the exploration, drilling, development, or operation thereof;

(x) Liens in pipeline or pipeline facilities that arise under operation of law;

(xi) Liens arising under operating agreements, joint venture agreements, partnership agreements, oil and gas leases, farm-out agreements, division orders, contracts for the sale, transportation or exchange of oil or natural gas, unitization and pooling declarations and agreements, area of mutual interest agreements and other agreements that are customary in the Oil and Gas Business,

(xii) Liens reserved in oil and gas mineral leases for bonus or rental payments and for compliance with the terms of such leases,

(xiii) Liens securing the notes and

(xiv) Liens not otherwise permitted by clauses (i) through (xiii) that are incurred in the ordinary course of business of the Company or any Subsidiary of the Company with respect to obligations that do not exceed \$5.0 million at any one time outstanding.

"Permitted Refinancing Debt" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness (other than Indebtedness incurred under a Credit Facility) of the Company or any of its Restricted Subsidiaries; provided that:

(i) the principal amount of such Permitted Refinancing Indebtedness does not exceed the principal amount of the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of reasonable expenses incurred in connection therewith);

(ii) such Permitted Refinancing Indebtedness has a final maturity date on or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(iii) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the notes, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the notes on terms at least as favorable taken as a whole to the Holders of notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(iv) such Indebtedness is incurred either by the Company or by the Restricted Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"Production Payments" means Dollar-Denominated Production Payments and Volumetric Production Payments, collectively.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Subsidiary" means any direct or indirect Subsidiary of the Company that is not an Unrestricted Subsidiary.

"Senior Debt" means

(i) Indebtedness of the Company or any Subsidiary of the Company under or in respect of any Credit Facility, whether for principal, interest (including interest accruing after the filing of a petition initiating any proceeding pursuant to any bankruptcy law, whether or not the claim for such interest is allowed as a claim in such proceeding), reimbursement obligations, fees, commissions, expenses, indemnities or other amounts, and

(ii) any other Indebtedness permitted under the terms of the indenture, unless the instrument under which such Indebtedness is incurred expressly provides that it is on a parity with or subordinated in right of payment to the notes. Notwithstanding anything to the contrary in the foregoing sentence, Senior Debt will not include

(w) any liability for federal, state, local or other taxes owed or owing by the Company,

(x) any Indebtedness of the Company to any of its Subsidiaries or other Affiliates,

(y) any trade payables or

(z) any Indebtedness that is incurred in violation of the indenture (other than Indebtedness under

(i) any Credit Agreement or

(ii) any other Credit Facility that is incurred on the basis of a representation by the Company to the applicable lenders that it is permitted to incur such Indebtedness under the indenture).

"Significant Subsidiary" any Subsidiary of the Company that would be a "significant subsidiary" as defined in Article I, Rule 1-02 of Regulation S-X, promulgated pursuant to the Exchange Act, as such Regulation is in effect on the date hereof.

"Subsidiary" means, with respect to any Person,

(i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock, entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and

(ii) any partnership

(a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or

(b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

"Subsidiary Guarantors" means each Restricted Subsidiary of the Company existing on the date of the indenture (such Subsidiaries being Range Energy I, Inc., Range HoldCo, Inc., Range Production Company, Range Energy Ventures Corporation, Gulfstar Energy, Inc. and Range Energy Finance Corporation), any other future Restricted Subsidiary of the Company that executes a Guarantee in accordance with the provisions of the indenture, and, in each case, their respective successors and assigns, provided that, in no event shall any future acquired foreign Subsidiary be a Subsidiary Guarantor under the indenture.

"Total Assets" means, with respect to any Person, the total consolidated assets of such Person and its Restricted Subsidiaries, as shown on the most recent balance sheet of such Person.

"Unrestricted Subsidiary" means

(i) any Subsidiary of the Company which at the time of determination shall be an Unrestricted Subsidiary (as designated by the Board of Directors of the Company, as provided below) and

(ii) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Company may designate any Subsidiary of the Company (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger or consolidation or investment therein) to be an Unrestricted Subsidiary only if

(a) such Subsidiary does not own any Capital Stock of, or own or hold any Lien on any property of, any other Subsidiary of the Company which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary;

(b) all the Indebtedness of such Subsidiary shall, at the date of designation, and will at all times thereafter, consist of Non-Recourse Debt;

(c) the Company certifies that such designation complies with the "Limitation on Restricted Payments" covenant;

(d) such Subsidiary, either alone or in the aggregate with all other Unrestricted Subsidiaries, does not operate, directly or indirectly, all or substantially all of the business of the Company and its Subsidiaries;

(e) such Subsidiary does not, directly or indirectly, own any Indebtedness of or Equity Interest in, and has no investments in, the Company or any Restricted Subsidiary;

(f) such Subsidiary is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation

(1) to subscribe for additional Equity Interests or

(2) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(g) on the date such Subsidiary is designated an Unrestricted Subsidiary, such Subsidiary is not a party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary with terms substantially less favorable to the Company than those that might have been obtained from Persons who are not Affiliates of the Company. Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by filing with the Trustee a resolution of the Board of Directors of the Company giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions.

If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the indenture and any Indebtedness of such Subsidiary shall be deemed to be incurred as of such date. The Board of Directors of the Company may designate any Unrestricted Subsidiary to be Restricted Subsidiary; provided, that

(i) immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof and the Company could incur at least \$1.00 of additional Indebtedness (excluding Permitted Indebtedness) pursuant to the first paragraph of the "Incurrence of indebtedness and issuance of disqualified stock" covenant on a pro forma basis taking into account such designation and

(ii) such Subsidiary executes a Guarantee pursuant to the terms of the indenture.

"Volumetric Production Payments" means production payment obligations recorded as deferred revenue in accordance with GAAP, together with all undertakings and obligations in connection therewith.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing

(i) the sum of the products obtained by multiplying

(a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by

(b) the number of years (calculated to the nearest-twelfth) that will elapse between such date and the making of such payment, by

(ii) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Restricted Subsidiary" of any Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned, directly or indirectly, by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person.

FORM, DENOMINATION AND REGISTRATION OF THE NOTES

The new notes will be issued in registered form, without interest coupons, in denominations of \$1,000 and integral multiples thereof, in the form of both global notes and certificated notes, as further provided below.

The trustee is not required (i) to issue, register the transfer of or exchange any note for a period of 15 days before a selection of notes to be redeemed or repurchased, (ii) to register the transfer of or exchange any note so selected for redemption or repurchase in whole or in part, except, in the case of a partial redemption or repurchase, that portion of any note not being redeemed or repurchased, or (iii) if a redemption or a repurchase is to occur after a regular record date but on or before the corresponding interest payment date, to register the transfer or exchange of any note on or after the regular record date and before the date of redemption or repurchase. See "-- Global Notes" and "-- Certificated Notes" for a description of additional transfer restrictions applicable to the notes.

No service charge will be imposed in connection with any transfer or exchange of any note, but the Company may in general require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith.

GLOBAL NOTES

Global notes representing the new notes will be deposited with a custodian for DTC, and registered in the name of a nominee of DTC. Beneficial interests in the global notes will be shown on records maintained by DTC and its direct and indirect participants. So long as DTC or its nominee is the registered owner or holder of a global note, DTC or such nominee will be considered the sole owner or holder of the notes represented by such global note for all purposes under the indenture and the notes. No owner of a beneficial interest in a global note will be able to transfer such interest except in accordance with DTC's applicable procedures and the applicable procedures of its direct and indirect participants.

The Company will apply to DTC for acceptance of the global notes in its book-entry settlement system. Investors may hold their beneficial interests in the global notes directly through DTC if they are participants in DTC, or indirectly through organizations which are participants in DTC.

Payments of principal and interest under each global note will be made to DTC's nominee as the registered owner of such global note. The Company expects that the nominee, upon receipt of any such payment, will immediately credit DTC participants' accounts with payments proportional to their respective beneficial interests in the principal amount of the relevant global note as shown on the records of DTC. The Company also expects that payments by DTC participants to owners of beneficial interests will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants, and none of the Company, the Trustee, the custodian or any paying agent or registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial interests in any global note or for maintaining or reviewing any records relating to such beneficial interests.

CERTIFICATED NOTES

If DTC notifies the Company that it is unwilling or unable to continue as depository for a global note and a successor depository is not appointed by the Company within 90 days of such notice, or an Event of Default has occurred and the trustee has received a request from DTC, the trustee will exchange each beneficial interest in that global note for one or more certificated notes registered in the name of the owner of such beneficial interest, as identified by DTC. Neither the Company nor the trustee will be liable for any delay by DTC or any participant or indirect participant in DTC in identifying the beneficial owners of the related notes and each of those person may conclusively rely on, and will be protected in relying on, instructions from DTC for all purposes, including with respect to the registration and delivery, and the respective principal amounts, of the notes to be issued.

SAME DAY SETTLEMENT AND PAYMENT

The indenture requires that payments in respect of the notes represented by the global notes be made by wire transfer of immediately available funds to the accounts specified by holders of the global notes. With respect to notes in certificated form, the Company will make all payments by wire transfer of immediately available funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each holder's registered address.

The new notes represented by the global notes are expected to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by DTC to be settled in immediately available funds. The Company expects that secondary trading in any certificated notes will also be settled in immediately available funds.

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of the material federal income tax considerations relevant to the exchange of new notes for old notes but does not purport to be a complete analysis of all potential tax effects. This discussion is based upon the provisions of the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations promulgated and proposed thereunder, judicial authority and administrative interpretations, as of the date hereof, all of which are subject to change, possibly with retroactive effect or are subject to different interpretations. This discussion does not address the tax considerations arising under the laws of any foreign, state, local, or other jurisdiction.

We believe that the exchange of new notes for old notes should not be an exchange or otherwise a taxable event to a holder for United States federal income tax purposes. Accordingly, a holder should have the same adjusted issue price, adjusted basis and holding period in the new notes as it had in the old notes immediately before the exchange.

PLAN OF DISTRIBUTION

Based on interpretations by the staff of the Securities and Exchange Commission in no action letters issued to third parties, we believe that you may transfer new notes issued in the exchange offer in exchange for the old notes if:

- you acquire the new notes in the ordinary course of your business; and
- you are not engaged in, and do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution of the new notes.

You may not participate in the exchange offer if you are:

- our "affiliate" within the meaning of Rule 405 under the Securities Act;
or
- a broker-dealer that acquired old notes directly from us.

Each broker-dealer that receives new notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new notes received in exchange for old notes where such old notes were acquired as a result of market-making activities or other trading activities. We and the subsidiary guarantors have agreed that, starting on the expiration date of the exchange offer and ending on the close of business 180 days after the date of such expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale.

If you wish to exchange new notes for your old notes in the exchange offer, you will be required to make representations to us as described in "Exchange Offer -- Purpose and Effect of the Exchange Offer" and "-- Procedures for Tendering -- Your representations to us" in this prospectus and in the letter of transmittal. In addition, if you are a broker-dealer who receives new notes for your own account in

exchange for old notes that were acquired by you as a result of market-making activities or other trading activities, you will be required to acknowledge that you will deliver a prospectus in connection with any resale by you of the new notes.

We will not receive any proceeds from any resale of new notes by broker-dealers. New notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the new notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commission or concessions from any such broker-dealer and/or the purchasers of any such new notes. Any broker-dealer that resells new notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such new notes may be deemed to be an "underwriter" within the meaning of the Securities Act, and any profit on any such resale of new notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the expiration date of the exchange offer, we and the subsidiary guarantors will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the old notes) other than commission or concession of any brokers or dealers and will indemnify the holders of the old notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the new notes offered in this exchange offer will be passed upon for us by Vinson & Elkins L.L.P., Austin, Texas.

EXPERTS

The consolidated financial statements of Range Resources Corporation and subsidiaries as of December 31, 2002 and 2001, and for each of the years in the three-year period ended December 31, 2002, have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent accountants, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

We proportionately consolidate our 50% interest in Great Lakes Energy Partners L.L.C., and the results are included in the financial statements of Range Resources Corporation incorporated by reference in this prospectus from the annual report on Form 10-K of Range Resources Corporation as of and for the year ended December 31, 2002. The consolidated financial statements of Great Lakes Energy Partners L.L.C. as of and for the year ended December 31, 2002 have been audited by Ernst & Young, LLP, independent auditors, as set forth in their report thereon which is incorporated by reference from the annual report on Form 10-K as of and for the year ended December 31, 2002. We have proportionately consolidated the 2002 financial statements of Great Lakes Energy Partners L.L.C. in reliance on the report of Ernst & Young, LLP as independent auditors given on the authority of such firm as experts in accounting and auditing.

RESERVE ENGINEERS

Certain information incorporated by reference in this prospectus regarding estimated quantities of oil and natural gas reserves owned by us, the future net revenues from those reserves and their present value is based on estimates of the reserves and present values prepared by or derived from estimates prepared by H.J. Gruy and Associates, Inc., Degolyer and MacNaughton and Wright and Company.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement under the Securities Act of 1933, with respect to the new notes offered hereby. As permitted by the rules and regulations of the Securities and Exchange Commission, this prospectus does not contain all of the information set forth in the registration statement. For further information with respect to us and the new notes offered hereby, reference is made to the registration statement, including the exhibits and schedules filed therewith. Statements contained in this prospectus concerning the provisions of any contract, agreement or other document referred to herein or therein are not necessarily complete, but contain a summary of the material terms of such contracts, agreements or other documents. With respect to each contract, agreement or other document filed as an exhibit to the registration statement, reference is made to the exhibit for the complete contents of the exhibit, and each statement concerning its provisions is qualified in its entirety by such reference. We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission. The registration statement and our other filings with the Securities and Exchange Commission may be read and copied at the SEC's Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. Copies of such materials may also be obtained by mail at prescribed rates from the Public Reference Room of the Securities and Exchange Commission at that address. You may obtain information on the operation of the Public Reference Room by calling the Securities and Exchange Commission at 1-800-SEC-0330. Copies of such materials may also be obtained from the web site that the Securities and Exchange Commission maintains at www.sec.gov.

We maintain an internet web site at www.rangeresources.com. The information on this site does not form a part of this prospectus. Our common stock is listed and traded on the New York Stock Exchange under the trading symbol "RRC."

Pursuant to the indenture under which the new notes will be issued, we have agreed that, whether or not we are required to do so by the rules and regulations of the Securities and Exchange Commission, for so long as any of the new notes remain outstanding, we will furnish to the holders of the new notes copies of the annual reports and any other information, documents and other reports which we would be required to file with the Securities and Exchange Commission if we were subject to Section 13 or 15(d) of the Securities Exchange Act of 1934. In addition, whether or not required by the rules and regulations of the Securities and Exchange Commission, we will also agree to file a copy of all such information and reports with the Securities and Exchange Commission for public availability (unless the Securities and Exchange Commission will not accept such a filing) and make such information available to securities analysts and prospective investors upon request. Any request of this nature should be directed to our Corporate Secretary, 777 Main Street, Suite 800, Ft. Worth, Texas 76102 (telephone (817) 870-2601).

INCORPORATION BY REFERENCE

In this prospectus, we have incorporated by reference certain information we have filed, or will file, with the Securities and Exchange Commission. The information incorporated by reference is an important part of this prospectus, and information that we file later with the Securities and Exchange Commission will automatically update and supersede this information. Any statement contained in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded, for purposes of this prospectus, to the extent that a statement contained in or omitted from this prospectus, or in any other subsequently filed document which also is or is deemed to be incorporated

by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We incorporate by reference the documents listed below and any further filings made with the Securities and Exchange Commission under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act until we terminate this exchange offer:

(a) Our Annual Report on Form 10-K for the year ended December 31, 2002;

(b) The portions of the Proxy Statement for our annual meeting of stockholders that were incorporated by reference into our December 31, 2002 Form 10-K;

(c) Our Quarterly Reports on Form 10-Q for the periods ended March 31, 2003 and June 30, 2003; and

(d) Our Current Reports on Form 8-K filed April 2, 2003, July 11, 2003, July 17, 2003, July 22, 2003, August 21, 2003 and August 28, 2003.

All documents filed by us under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 before the termination of this exchange offer shall be deemed to be incorporated by reference into this prospectus from the respective dates of filing such documents.

We will provide without charge to any person to whom this prospectus is delivered, on the written or oral request of such person, a copy of any or all of the documents incorporated by reference (other than exhibits to such documents unless the exhibits are specifically incorporated by reference in the documents). Requests should be directed to Range Resources Corporation, Attention: Corporate Secretary, 777 Main Street, Suite 800, Fort Worth, Texas 76102 (telephone number (817) 870-2601).

ANNEX A

LETTER OF TRANSMITTAL
TO TENDER
OUTSTANDING 7 3/8% SENIOR SUBORDINATED NOTES DUE 2013
OF

RANGE RESOURCES CORPORATION
PURSUANT TO THE EXCHANGE OFFER AND PROSPECTUS DATED _____, 2003

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON _____, 2003 (THE "EXPIRATION DATE"), UNLESS THE EXCHANGE OFFER IS EXTENDED BY THE COMPANY.

The Exchange Agent for the Exchange Offer is:

Bank One, National Association
Mail Code TX1-036
420 Throckmorton, 4th Floor
Forth Worth, Texas 76102
Attention: Bill Barber

IF YOU WISH TO EXCHANGE CURRENTLY OUTSTANDING 7 3/8% SENIOR SUBORDINATED NOTES DUE 2013 (THE "OLD NOTES") FOR AN EQUAL AGGREGATE PRINCIPAL AMOUNT OF NEW 7 3/8% SENIOR SUBORDINATED NOTES DUE 2013 PURSUANT TO THE EXCHANGE OFFER, YOU MUST VALIDLY TENDER (AND NOT WITHDRAW) OLD NOTES TO THE EXCHANGE AGENT PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE BY CAUSING AN AGENT'S MESSAGE TO BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO SUCH TIME.

The undersigned hereby acknowledges receipt and review of the Prospectus, dated _____ 2003 (the "Prospectus"), of Range Resources Corporation, a Delaware corporation (the "Company"), and this Letter of Transmittal (the "Letter of Transmittal"), which together describe the Company's offer to exchange (the "Exchange Offer") its 7 3/8% Senior Subordinated Notes due 2013 (the "New Notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 7 3/8% Senior Subordinated Notes due 2013 (the "Old Notes"). Capitalized terms used but not defined herein have the respective meaning given to them in this Prospectus.

The Company reserves the right, at any time or from time to time, to extend the Exchange Offer at its discretion, in which event the term "Expiration Date" shall mean the latest date to which the Exchange Offer is extended. The Company shall notify the Exchange Agent and each registered holder of the Old Notes of any extension by oral or written notice prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

This Letter of Transmittal is to be used by holders of the Old Notes. Tender of Old Notes is to be made according to the Automated Tender Offer Program ("ATOP") of the Depository Trust Company ("DTC") pursuant to the procedures set forth in the Prospectus under the caption "The Exchange Offer -- Procedures for Tendering." DTC participants that are accepting the Exchange Offer must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's DTC account. DTC will then send a computer generated message known as an "agent's message" to the exchange agent for its acceptance. For you to validly tender your Old notes in the Exchange Offer, the Exchange Agent must receive prior to the Expiration Date, an agent's message under the ATOP procedures that confirms that:

- DTC has received your instructions to tender your Old Notes; and
- You agree to be bound by the terms of this Letter of Transmittal

BY USING THE ATOP PROCEDURES TO TENDER OLD NOTES, YOU WILL NOT BE REQUIRED TO DELIVER THIS LETTER OF TRANSMITTAL TO THE EXCHANGE AGENT. HOWEVER, YOU WILL BE BOUND BY ITS TERMS, AND YOU WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND THE REPRESENTATIONS AND WARRANTIES IT CONTAINS, JUST AS IF YOU HAD SIGNED IT.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

1. By tendering Old Notes in the Exchange Offer, you acknowledge receipt of the Prospectus and this Letter of Transmittal.

2. By tendering Old Notes in the Exchange Offer, you represent and warrant that you have full authority to tender the Old Notes described above and will, upon request, execute and deliver any additional documents deemed by the Company to be necessary or desirable to complete the tender of Old Notes.

3. The tender of the Old Notes pursuant to all of the procedures set forth in the Prospectus will constitute an agreement between you and the Company as to the terms and conditions set forth in the Prospectus.

4. The Exchange Offer is being made in reliance upon interpretations contained in no-action letters issued to third parties by the staff of the Securities and Exchange Commission (the "SEC"), including Exxon Capital Holdings Corp., SEC No-Action Letter (available April 13, 1989), Morgan Stanley & Co., Inc., SEC No-Action Letter (available June 5, 1991) and Shearman & Sterling, SEC No-Action Letter (available July 2, 1993), that the New Notes issued in exchange for the Old Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by holders thereof (other than a broker-dealer who purchased Old Notes exchanged for such New Notes directly from the Company to resell pursuant to Rule 144A or any other available exemption under the Securities Act of 1933, as amended (the "Securities Act") and any such holder that is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act (without compliance with the registration and prospectus delivery provisions of the Securities Act), provided that such New Notes are acquired in the ordinary course of such holders' business and such holders are not participating in, and have no arrangement with any person to participate in, the distribution of such New Notes.

5. By tendering Old Notes in the Exchange Offer, you represent and warrant that:

a. the New Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of your business, whether or not you are the holder;

b. neither you nor any such other person is engaging in or intends to engage in a distribution of such New Notes;

c. neither you nor any such other person has an arrangement or understanding with any person to participate in the distribution of such New Notes; and

d. neither the holder nor any such other person is an "affiliate," as such term is defined under Rule 405 promulgated under the Securities Act, of the Company.

6. You may, if you are unable to make all of the representations and warranties contained in Item 5 above and as otherwise permitted in the Registration Rights Agreement (as defined below), elect to have your Old Notes registered in the shelf registration statement described in the Registration Rights Agreement, dated as of August 21, 2003 (the "Registration Rights Agreement"), by and among the Company, the Subsidiary Guarantors (as defined therein) and the Initial Purchasers (as defined therein). Such election may be made only by notifying the Company in writing at 777 Main Street, Suite 800, Forth Worth, Texas 76102, Attention: Corporate Secretary. By making such election, you agree, as a holder of Old Notes participating in a shelf registration, to indemnify and hold harmless the Company, each of the directors of the Company, each of the officers of the Company who signs such shelf registration statement, each person who controls the Company within the meaning of either the Securities Act or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and each other holder of Old Notes, from and against any and all losses, claims, damages or liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in any shelf registration statement or prospectus, or in any supplement thereto or amendment thereof, or caused by the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; but only with respect to information relating to the undersigned furnished in writing by or on behalf of the undersigned expressly for use in a shelf registration statement, a prospectus or any amendments or supplements thereto. Any such indemnification shall be governed by the terms and subject to the conditions set forth

in the Registration Rights Agreement, including, without limitation, the provisions regarding notice, retention of counsel, contribution and payment of expenses set forth therein. The above summary of the indemnification provision of the Registration Rights Agreement is not intended to be exhaustive and is qualified in its entirety by the Registration Rights Agreement.

7. If you are a broker-dealer that will receive New Notes for its own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading activities, you acknowledge, by tendering Old Notes in the Exchange Offer, that you will deliver a prospectus in connection with any resale of such New Notes; however, by so acknowledging and by delivering a prospectus, you will not be deemed to admit that you are an "underwriter" within the meaning of the Securities Act. If you are a broker-dealer and Old Notes held for your own account were not acquired as a result of market-making or other trading activities, such Old Notes cannot be exchanged pursuant to the Exchange Offer.

8. Any of your obligations hereunder shall be binding upon your successors, assigns, executors, administrators, trustees in bankruptcy and legal and personal representatives of the undersigned.

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. BOOK-ENTRY CONFIRMATIONS.

Any confirmation of a book-entry transfer to the Exchange Agent's account at DTC of Old Notes tendered by book-entry transfer (a "Book-Entry Confirmation"), as well as an agent's message, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein prior to 5:00 P.M., New York City time, on the Expiration Date.

2. PARTIAL TENDERS.

Tenders of Old Notes will be accepted only in integral multiples of \$1,000. THE ENTIRE PRINCIPAL AMOUNT OF OLD NOTES DELIVERED TO THE EXCHANGE AGENT WILL BE DEEMED TO HAVE BEEN TENDERED UNLESS OTHERWISE COMMUNICATED TO THE EXCHANGE AGENT. IF THE ENTIRE PRINCIPAL AMOUNT OF ALL OLD NOTES IS NOT TENDERED, THEN OLD NOTES FOR THE PRINCIPAL AMOUNT OF OLD NOTES NOT TENDERED AND NOTES ISSUED IN EXCHANGE FOR ANY OLD NOTES ACCEPTED WILL BE DELIVERED TO THE HOLDER VIA THE FACILITIES OF DTC PROMPTLY AFTER THE OLD NOTES ARE ACCEPTED FOR EXCHANGE.

3. VALIDITY OF TENDERS.

All questions as to the validity, form, eligibility (including time of receipt), acceptance, and withdrawal of tendered Old Notes will be determined by the Company, in its sole discretion, which determination will be final and binding. The Company reserves the absolute right to reject any or all tenders not in proper form or the acceptance for exchange of which may, in the opinion of counsel for the Company, be unlawful. The Company also reserves the absolute right to waive any of the conditions of the Exchange Offer or any defect or irregularity in the tender of any Old Notes. The Company's interpretation of the terms and conditions of the Exchange Offer (including the instructions on this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Old Notes must be cured within such time as the Company shall determine. Although the Company intends to notify holders of defects or irregularities with respect to tenders of Old Notes, neither the Company, the Exchange Agent, nor any other person shall be under any duty to give such notification of any defects or irregularities in tenders or incur any liability for failure to give such notification. Tenders of Old Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Old Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holders via the facilities of DTC, as soon as practicable following the Expiration Date.

4. WAIVER OF CONDITIONS.

The Company reserves the absolute right to waive, in whole or part, up to the expiration of the exchange offer any of the conditions of the Exchange Offer set forth in the Prospectus or in this Letter of Transmittal.

5. NO CONDITIONAL TENDER.

No alternative, conditional, irregular or contingent tender of Old Notes will be accepted.

6. REQUEST FOR ASSISTANCE OR ADDITIONAL COPIES.

Requests for assistance or for additional copies of the Prospectus or this Letter of Transmittal may be directed to the Exchange Agent at the address or telephone number set forth on the cover page of this Letter of Transmittal. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

7. WITHDRAWAL.

Tenders may be withdrawn only pursuant to the limited withdrawal rights set forth in the Prospectus under the caption "Exchange Offer -- Withdrawal of Tenders."

8. NO GUARANTEE OF LATE DELIVERY.

There is no procedure for guarantee of late delivery in the Exchange Offer.

IMPORTANT: BY USING THE ATOP PROCEDURES TO TENDER OLD NOTES, YOU WILL NOT BE REQUIRED TO DELIVER THIS LETTER OF TRANSMITTAL TO THE EXCHANGE AGENT. HOWEVER, YOU WILL BE BOUND BY ITS TERMS, AND YOU WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGEMENTS AND THE REPRESENTATIONS AND WARRANTIES IT CONTAINS, JUST AS IF YOU HAD SIGNED IT.

Until , 2003, all dealers that effect transactions in the new notes, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

[RANGE RESOURCES LOGO]

RANGE RESOURCES CORPORATION

OFFER TO EXCHANGE UP TO
\$100,000,000 7 3/8% SENIOR SUBORDINATED NOTES DUE 2013
FOR
\$100,000,000 7 3/8% SENIOR SUBORDINATED NOTES DUE 2013
THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933

, 2003

A-6

[RANGE RESOURCES]

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 of the Delaware General Corporation Law ("DGCL") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Section 145 further provides that a corporation similarly may indemnify any such person serving in any such capacity who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or such other court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

The Amended and Restated By-Laws of Range Resources Corporation (the "Company") provide that the Company will indemnify and hold harmless to the fullest extent authorized by the DGCL each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she, or a person of whom he or she is the legal representative, 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 or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent. Such indemnification continues as to a person who has ceased to be a director, officer, employee or agent and inures to the benefit of his or her heirs, executors and administrators.

The Company's Certificate of Incorporation, as amended, provides for the indemnification of directors to the fullest extent permitted by the DGCL. In addition, as permitted by the DGCL, the Certificate of Incorporation provides that directors of the Company shall have no personal liability to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except (1) for any breach of the director's duty of loyalty to the Company or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (3) under Section 174 of the DGCL or (4) for any transaction from which a director derived an improper personal benefit.

In addition, the Company's Certificate of Incorporation also provides indemnification for any former, present or future director, officer or employee of the Company or the legal representative of any such director, officer or employee where such person has been successful on the merits or otherwise in any

pending, threatened or completed civil, criminal, administrative or arbitrate action, suit or proceeding, and any appeal therein and any inquiry or investigation which could lead to such action, suit or proceeding, or in defense of any claim, issue or matter therein, by reason of such person being or having been such director, officer or employee. If such person is not successful on the merits or otherwise, and such person had no reasonable cause to believe the conduct was unlawful, then a majority of the members of the Company's board of directors (sitting as a committee of the board of directors), who were not parties to such inquiry, investigation, action, suit or proceeding or one or more disinterested counsel to whom the board of directors may refer the matter, may determine that the applicable standard of conduct was met and indemnify the person. However, if the proceeding is by or in the right of the Company, no indemnification will be provided to any person adjudged by any court to be liable for negligence or misconduct except to the extent determined by such court.

The Company has entered into indemnification agreements with its directors and executive officers, and intends to enter into indemnification agreements with any new directors and executive officers in the future.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

EXHIBIT NUMBER	DESCRIPTION
3.1.1*	Restated Certificate of Incorporation of Lomak Petroleum, Inc. ("Lomak")
3.1.2	Certificate of Amendment to the Certificate of Incorporation of Lomak dated June 20, 1997 (incorporated by reference to Exhibit 3.1.11 to the Company's Form 10-Q (File No. 001-12209) as filed with the Securities and Exchange Commission (the "SEC") on August 6, 2003)
3.1.3	Certificate of Amendment to the Certificate of Incorporation of Lomak dated August 25, 1998 (incorporated by reference to Exhibit 3.1 to the Company's Form S-8 (File No. 333-62439) as filed with the SEC on August 28, 1998)
3.1.4	Certificate of Amendment to the Certificate of Incorporation of the

Company
dated May
24, 2000
(incorporated
by reference
to Exhibit
3.1.12 to
the
Company's
Form 10-Q
(File No.
001-12209)
as filed
with the SEC
on May 7,
2003) 3.2.1
-- Amended
and Restated
By-laws of
the Company
dated May
24, 2001
(incorporated
by reference
to Exhibit
3.2.2 to the
Company's
Form 10-K
(File No.
001-12209)
as filed
with the SEC
on March 5,
2002) 4.1.1
-- Form of
6%
Convertible
Subordinated
Debentures
due 2007
(contained
as an
exhibit to
Exhibit
4.1.2
hereto)
4.1.2 --
Indenture
dated
December 20,
1996 by and
between
Lomak and
Keycorp
Shareholder
Services,
Inc., as
trustee
(incorporated
by reference
to Exhibit
4.1(a) to
Lomak's Form
S-3 (File
No. 333-
23955) as
filed with
the SEC on
March 25,
1997) 4.2.1
-- Form of 5
3/4%
Convertible
Preferred
Security
Certificate
(contained
as an
exhibit to
Exhibit
4.2.6
hereto)
4.2.2 --
Form of 5
3/4%
Convertible
Junior
Subordinated
Debenture
(contained
as an
exhibit to
Exhibit
4.2.4
hereto)
4.2.3 --
Indenture
dated

October 22,
1997 by and
between
Lomak and
The Bank of
New York, as
trustee
(incorporated
by reference
to Exhibit
4.6 of
Lomak's Form
S-3 (File
No. 333-
43823) as
filed with
the SEC on
January 7,
1998) 4.2.4
-- First
Supplemental
Indenture
dated
October 22,
1997 by and
between
Lomak and
The Bank of
New York, as
trustee
(incorporated
by reference
to Exhibit
4.7 to
Lomak's Form
S-3 (File
No. 333-
43823) as
filed with
the SEC on
January 7,
1998) 4.2.5
--
Certificate
of Trust of
Lomak
Financing
Trust dated
October 8,
1997
(incorporated
by reference
to Exhibit
4.4 to
Lomak's Form
S-3 (File
No. 333-
43823) as
filed with
the SEC on
January 7,
1998)

EXHIBIT NUMBER
DESCRIPTION - -

---- 4.2.6 --
Amended and
Restated
Declaration of
Trust of Lomak
Financing Trust
dated October
22, 1997 by and
between the
Trustees (as
defined
therein), the
Sponsor (as
defined
therein) and
the holders,
from time to
time, of
undivided
beneficial
ownership
interests in
the Trust (as
defined
therein)
(incorporated
by reference to
Exhibit 4.5 to
Lomak's Form S-
3 (File No.
333-43823) as
filed with the
SEC on January
7, 1998) 4.2.7
-- Convertible
Preferred
Securities
Guarantee
Agreement dated
October 22,
1997 by and
between Lomak,
as guarantor,
and The Bank of
New York, as
trustee
(incorporated
by reference to
Exhibit 4.10 to
Lomak's Form S-
3 (File No.
333-43823) as
filed with the
SEC on January
7, 1998) 4.2.8
-- Common
Securities
Guarantee
Agreement dated
October 22,
1997 executed
and delivered
by Lomak, as
guarantor, for
the benefit of
the Holders (as
defined
therein) from
time to time of
the Common
Securities (as
defined
therein) of
Lomak Financing
Trust
(incorporated
by reference to
Exhibit 4.11 to
Lomak's Form S-
3 (File No.
333-43823) as
filed with the
SEC on January
7, 1998) 4.3.1
-- Form of 7
3/8% Senior
Subordinated
Note due 2013
(contained as
an exhibit to
Exhibit 4.3.2
hereto) 4.3.2 -

- Indenture dated July 21, 2003 by and among the Company, as issuer, the Subsidiary Guarantors (as defined therein), as guarantors, and Bank One, National Association, as trustee (incorporated by reference to Exhibit 4.4.2 to the Company's Form 10-Q (File No. 001-12209) as filed with the SEC on August 6, 2003) 4.3.3 -- Registration Rights Agreement dated July 21, 2003 by and between the Company and UBS Securities LLC, Banc One Capital Markets, Inc., Credit Lyonnais Securities (USA) Inc. and McDonald Investments Inc. (incorporated by reference to Exhibit 4.4.3 to the Company's Form 10-Q (File No. 001-12209) as filed with the SEC on August 6, 2003) 5.1* - - Opinion of Vinson & Elkins L.L.P. 10.1 -- Form of Directors and Officers Indemnification Agreement (incorporated by reference to Exhibit 10.1(11) to Lomak's Post-Effective Amendment No. 2 on Form S-4 to Form S-1 (File No. 333-47544) as filed with the SEC on January 18, 1994) 10.2 -- Purchase and Sale Agreement dated April 20, 2000 by and between Range Pipeline Systems, L.P., as seller, and Conoco Inc., as buyer (incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q (File No. 001-12209) as filed with the SEC on August 8, 2000) 10.3 -- Gas Purchase Contract dated July 1, 2000 by and between Range

Production I,
L.P., as
seller, and
Conoco Inc., as
buyer
(incorporated
by reference to
Exhibit 10.2 to
the Company's
Form 10-Q (File
No. 001-12209)
as filed with
the SEC on
August 8, 2000)
10.4.1 --
Application
Service
Provider and
Outsourcing
Agreement dated
June 1, 2000 by
and between
Applied
Terravision
Systems Inc.
and the Company
(incorporated
by reference to
Exhibit 10.4 to
the Company's
Form 10-Q (File
No. 001-12209)
as filed with
the SEC on
August 8, 2000)
10.4.2 --
Addendum to
that certain
Application
Service
Provider and
Outstanding
Agreement dated
June 1, 2000 by
and between
Applied
Terravision
Systems Inc.
predecessor to
CGI Information
Systems &
Management
Systems, Inc.
and the Company
(incorporated
by reference to
Exhibit 10.1 to
the Company's
Form 10-Q (File
No. 001-12209)
as filed with
the SEC on
August 6, 2003)
10.5 --
Consulting
Agreement dated
May 21, 2003 by
and between the
Company and
Thomas J.
Edelman
(incorporated
by reference to
Exhibit 10.2 to
the Company's
Form 10-Q (File
No. 001-12209)
as filed with
the SEC on
August 6, 2003)

EXHIBIT
NUMBER
DESCRIPTION -

10.6.1 --
Amended and
Restated
Credit
Agreement
dated May 2,
2002 by and
among the
Company, Bank
One, NA, the
Lenders (as
defined
therein),
Bank One, NA,
as
Administrative
Agent, Fleet
National
Bank, as Co-
Documentation
Agent, Fortis
Capital
Corp., as Co-
Documentation
Agent,
JPMorgan
Chase Bank,
as Co-
Syndication
Agent, Credit
Lyonnais, New
York Branch,
as Co-
Syndication
Agent, Banc
One Capital
Markets,
Inc., as
Joint Lead
Arranger and
Joint
Bookrunner,
and JPMorgan
Securities
Inc., as
Joint Lead
Arranger and
Joint
Bookrunner
(incorporated
by reference
to Exhibit
10.1 to the
Company's
Form 10-Q
(File No.
001-12209) as
filed with
the SEC on
May 7, 2002)
10.6.2 --
First
Amendment to
Amended and
Restated
Credit
Agreement
dated
December 27,
2002 by and
among the
Company, Bank
One, NA, the
Lenders (as
defined
therein),
Bank One, NA,
as
Administrative
Agent, Fleet
National
Bank, as Co-
Documentation
Agent, Fortis
Capital
Corp., as Co-
Documentation
Agent,
JPMorgan
Chase Bank,

as Co-Syndication Agent, Credit Lyonnais, New York Branch, as Co-Syndication Agent, Banc One Capital Markets, Inc., as Joint Lead Arranger and Joint Bookrunner, and JPMorgan Chase Bank, as Joint Lead Arranger and Joint Bookrunner (incorporated by reference to Exhibit 10.15.6 to the Company's Form 10-K (File No. 001-12209) as filed with the SEC on March 5, 2003) 10.6.3 -- Second Amendment to Amended and Restated Credit Agreement dated January 24, 2003 by and among the Company, Bank One, NA, the Lenders (as defined therein), Bank One, NA, as Administrative Agent, Fleet National Bank, as Co-Documentation Agent, Fortis Capital Corp., as Co-Documentation Agent, JPMorgan Chase Bank, as Co-Syndication Agent, Credit Lyonnais, New York Branch, as Co-Syndication Agent, Banc One Capital Markets, Inc., as Joint Lead Arranger and Joint-Bookrunner, and JPMorgan Chase Bank, as Joint Lead Arranger and Joint Bookrunner (incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q (File No. 001-12209) as filed with the SEC on May 7, 2003) 10.6.4 -- Third Amendment to Amended and Restated

Credit Agreement dated April 1, 2003 by and among the Company, Bank One, NA, the Lenders (as defined therein), Bank One, NA, as Administrative Agent, Fleet National Bank, as Co-Documentation Agent, Fortis Capital Corp., as Co-Documentation Agent, JPMorgan Chase Bank, as Co-Syndication Agent, Credit Lyonnais, New York Branch, as Co-Syndication Agent, Banc One Capital Markets, Inc., as Joint Lead Arranger and Joint Bookrunner, and JPMorgan Securities, Inc., as Joint Lead Arranger and Joint Bookrunner (incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q (File No. 001-12209) as filed with the SEC on May 7, 2003) 10.6.5* -- Fourth Amendment to Amended and Restated Credit Agreement dated July 15, 2003 by and among the Company, Bank One, NA, the Lenders (as defined therein), Bank One, NA, as Administrative Agent, Fleet National Bank, as Co-Documentation Agent, Fortis Capital Corp., as Co-Documentation Agent, JPMorgan Chase Bank, as Co-Syndication Agent, Credit Lyonnais, New York Branch, as Co-Syndication Agent, Banc One Capital Markets, Inc., as Joint Lead

Arranger and
Joint
Bookrunner,
and JPMorgan
Securities,
Inc., as
Joint Lead
Arranger and
Joint
Bookrunner
10.7.1 --
Restated
Credit
Agreement
dated May 3,
2002 by and
among Great
Lakes Energy
Partners,
L.L.C.
("Great
Lakes"), Bank
One, NA,
JPMorgan
Chase Bank,
The Bank of
Nova Scotia,
Bank of
Scotland,
Credit
Lyonnais, New
York Branch,
Fortis
Capital
Corp., The
Frost
National
Bank, Union
Bank of
California,
N.A., each
Lender (as
defined
therein),
Bank One, NA,
as
Administrative
Agent,
JPMorgan
Chase Bank,
as
Syndication
Agent, Credit
Lyonnais, New
York Branch,
as
Documentation
Agent and The
Bank of Nova
Scotia, as
Managing
Agent
(incorporated
by reference
to Exhibit
10.4.1 to the
Company's
Form 10-Q
(File No.
001-12209) as
filed with
the SEC on
August 6,
2003)

EXHIBIT
NUMBER
DESCRIPTION -

10.7.2 --
First
Amendment to
Restated
Credit
Agreement
dated April
1, 2003 by
and among
Great Lakes,
Bank One, NA,
JPMorgan
Chase Bank,
The Bank of
Nova Scotia,
Bank of
Scotland,
Credit
Lyonnais, New
York Branch,
Fortis
Capital
Corp., The
Frost
National
Bank, Union
Bank of
California,
N.A.,
Comerica
Bank-Texas,
Natexis
Banques
Populaires,
each Lender
(as defined
therein),
Bank One, NA,
as
Administrative
Agent,
JPMorgan
Chase Bank,
as
Syndication
Agent, Credit
Lyonnais, New
York Branch,
as Co-
Documentation
Agent, The
Bank of Nova
Scotia, as
Co-
Documentation
Agent, Banc
One Capital
Markets,
Inc., as
Joint Lead
Arranger and
Bookrunner,
and JPMorgan
Securities,
Inc., as
Joint Lead
Arranger and
Bookrunner
(incorporated
by reference
to Exhibit
10.4.2 to the
Company's
Form 10-Q
(File No.
001-12209) as
filed with
the SEC on
August 6,
2003) 10.8 --
Amended and
Restated
Range
Resources
Corporation
Deferred
Compensation
Plan for
Directors and
Select

Employees
effective
September 1,
2000
(incorporated
by reference
to Exhibit
10.15 to the
Company's
Form 10-K
(File No.
001-12209) as
filed with
the SEC on
March 6,
2001) 10.9.1
-- Lomak 1989
Stock Option
Plan dated
March 13,
1989
(incorporated
by reference
to Exhibit
10.1(d) to
Lomak's Form
S-1 (File No.
33-31558) as
filed with
the SEC on
October 13,
1989) 10.9.2
-- Amendment
to the Lomak
1989 Stock
Option Plan,
as amended
(incorporated
by reference
to Exhibit
4.1 to
Lomak's Form
S-8 (File No.
333-10719) as
filed with
the SEC on
August 23,
1996) 10.9.3
-- Amendment
to the Lomak
1989 Stock
Option Plan,
as amended
(incorporated
by reference
to Exhibit
4.2 to
Lomak's Form
S-8 (File No.
333-44821) as
filed with
the SEC on
January 23,
1998) 10.10.1
-- Lomak 1994
Outside
Directors
Stock Option
Plan
(incorporated
by reference
to Exhibit
4.2 to
Lomak's Form
S-8 (File No.
333-10719) as
filed with
the SEC on
August 23,
1996) 10.10.2
-- First
Amendment to
the Lomak
1994 Outside
Directors
Stock Option
Plan dated
June 8, 1995
(incorporated
by reference
to Exhibit
4.6 to the
Company's
Form S-8
(File No.
333-40380) as
filed with
the SEC on

June 29,
2000) 10.10.3
-- Second
Amendment to
the Lomak
1994 Outside
Directors
Stock Option
Plan dated
August 21,
1996

(incorporated
by reference
to Exhibit
4.7 to the
Company's
Form S-8
(File No.
333-40380) as
filed with
the SEC on
June 29,
2000) 10.10.4

-- Third
Amendment to
the Lomak
1994 Outside
Directors
Stock Option
Plan dated
June 1, 1999

(incorporated
by reference
to Exhibit
4.8 to the
Company's
Form S-8
(File No.
333-40380) as
filed with
the SEC on
June 29,
2000) 10.10.5

-- Fourth
Amendment to
the Company's
1994 Outside
Directors
Stock Option
Plan dated
May 24, 2000

(incorporated
by reference
to Exhibit
4.9 to the
Company's
Form S-8
(File No.
333-40380) as
filed with
the SEC on
June 29,
2000) 10.11 -

- Second
Amended and
Restated 1996
Stock
Purchase and
Option Plan
for Key
Employees of
Domain Energy
Corporation
and
Affiliates

(incorporated
by reference
to Exhibit
4.1 to the
Company's
Form S-8
(File No.
333-62439) as
filed with
the SEC on
August 28,
1998) 10.12.1

-- Lomak 1997
Stock
Purchase
Plan, as
amended,
dated June
19, 1997

(incorporated
by reference
to Exhibit
10.1(1) to

Lomak's Form
10-K (File
No. 001-
12209) as
filed with
the SEC on
March 20,
1998) 10.12.2
-- First
Amendment to
the Lomak
1997 Stock
Purchase Plan
dated May 26,
1999
(incorporated
by reference
to Exhibit
4.2 to the
Company's
Form S-8
(File No.
333-40380) as
filed with
the SEC on
June 29,
2000) 10.12.3
-- Second
Amendment to
the Lomak
1997 Stock
Purchase Plan
dated
September 28,
1999
(incorporated
by reference
to Exhibit
4.3 to the
Company's
Form S-8
(File No.
333-40380) as
filed with
the SEC on
June 29,
2000) 10.12.4
-- Third
Amendment to
the Company's
1997 Stock
Purchase Plan
dated May 24,
2000
(incorporated
by reference
to Exhibit
4.4 to the
Company's
Form S-8
(File No.
333-40380) as
filed with
the SEC on
June 29,
2000)

EXHIBIT
NUMBER
DESCRIPTION

10.12.5 --
Fourth
Amendment to
the
Company's
1997 Stock
Purchase
Plan dated
May 24, 2001
(incorporated
by reference
to Exhibit
4.7 to the
Company's
Form S-8
(File No.
333-63764)
as filed
with the SEC
on June 25,
2001) 10.13
-- Amended
and Restated
1999 Stock
Option Plan
(as amended
May 21,
2003)
(incorporated
by reference
to Exhibit
4.1 to the
Company's
Form S-8
(File No.
333-105895)
as filed
with the SEC
on June 6,
2003) 10.14*
-- Range
Resources
Corporation
401(k) Plan
10.15* --
Range
Resources
Corporation
Amended and
Restated
Change in
Control Plan
dated
September
15, 1998
12.1* --
Computation
of Ratio of
Earnings to
Fixed
Charges 16.1
-- Letter Re
Change in
Great Lakes'
Certifying
Accountant
dated
November 6,
2002
(incorporated
by reference
to Exhibit
16.1 to the
Company's
Form 8-K/A
(File No.
001-12209)
as filed
with the SEC
on December
2, 2002)
16.2 --
Letter Re
Change in
the
Company's
Certifying
Accountant
dated March
28, 2003

(incorporated by reference to Exhibit 16.1 to the Company's Form 8-K/A (File No. 001-12209) as filed with the SEC on December 9, 2002) 21.1 -- Subsidiaries of the Company (incorporated by reference to Exhibit 21.1 to the Company's Form 10-K (File No. 001-12209) as filed with the SEC on March 5, 2003) 23.1* -- Consent of Vinson & Elkins L.L.P. (included in their opinion filed as Exhibit 5.1 hereto) 23.2* -- Consent of Ernst & Young LLP 23.3* -- Consent of KPMG LLP 24.1* -- Powers of Attorney (included on the first signature page of this Registration Statement) 25.1* -- Form T-1 of Bank One, National Association

- -----
* Filed herewith

(b) Financial Statement Schedules

All financial statements, financial statement schedules and reports of independent accountants are included or incorporated by reference in the Prospectus.

ITEM 22. UNDERTAKINGS

The undersigned co-registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) 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 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 Securities and Exchange Commission pursuant to 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) 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;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, 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; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned co-registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement 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.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the co-registrants pursuant to the foregoing provisions, or otherwise, the co-registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the co-registrants of expenses incurred or paid by a director, officer or controlling person of the co-registrants 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 Act and will be governed by the final adjudication of such issue.

The undersigned co-registrants hereby undertake to respond to the requests for information that is incorporated by reference into this prospectus pursuant to Items 4, 10(b), 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 effective date of the registration statement through the date of responding to the request.

The undersigned co-registrants hereby undertake 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 this registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the co-registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fort Worth, State of Texas, on the 4th day of September, 2003.

RANGE RESOURCES CORPORATION

By: /s/ JOHN H. PINKERTON

John H. Pinkerton
Chief Executive Officer and President

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints John H. Pinkerton, Rodney L. Waller and Jeff L. Ventura and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including pre-and post-effective amendments) to this Registration Statement and any additional registration statement pursuant to Rule 462(b) under the Securities Act of 1933, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE
TITLE DATE

/s/ JOHN
H.
PINKERTON
Chief
Executive
Officer,
September
4, 2003 -

President
and
Director
John H.
Pinkerton
/s/ RODNEY
L. WALLER
Senior
Vice
President
and
September
4, 2003 -

Acting
Chief
Financial
Officer
Rodney L.
Waller
(Principal
Financial
Officer
and
Principal
Accounting
Officer)
/s/
CHARLES L.
BLACKBURN
Chairman
of the
Board
September
4, 2003 -

Charles L.
Blackburn
/s/ ROBERT

E. AIKMAN
Director
September
4, 2003 -

Robert E.
Aikman /s/
ANTHONY V.
DUB
Director
September
4, 2003 -

Anthony V.
Dub

SIGNATURE
TITLE
DATE ---

- /s/
ALLEN
FINKELSON
Director
September
4, 2003

Allen
Finkelson
/s/
JONATHAN
S.
LINKER
Director
September
4, 2003

Jonathan
S.
Linker

Pursuant to the requirements of the Securities Act of 1933, the co-registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fort Worth, State of Texas, on the 4th day of September, 2003.

RANGE ENERGY I, INC.

By: /s/ JOHN H. PINKERTON

John H. Pinkerton
Chief Executive Officer and
President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE
TITLE

DATE ---

- /s/

JOHN H.

PINKERTON

Chief

Executive

Officer,

September

4, 2003

President

and

Director

John H.

Pinkerton

/s/

RODNEY

L.

WALLER

Senior

Vice

President

and

September

4, 2003

Director

Rodney

L.

Waller

Pursuant to the requirements of the Securities Act of 1933, the co-registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fort Worth, State of Texas, on the 4th day of September, 2003.

RANGE HOLDCO, INC.

By: /s/ JOHN H. PINKERTON

John H. Pinkerton
Chief Executive Officer and
President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE
TITLE

DATE ---

- /s/

JOHN H.

PINKERTON

Chief

Executive

Officer,

September

4, 2003

President

and

Director

John H.

Pinkerton

/s/

RODNEY

L.

WALLER

Senior

Vice

President

and

September

4, 2003

Director

Rodney

L.

Waller

Pursuant to the requirements of the Securities Act of 1933, the co-registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fort Worth, State of Texas, on the 4th day of September, 2003.

RANGE PRODUCTION COMPANY

By: /s/ JOHN H. PINKERTON

John H. Pinkerton
Chief Executive Officer and
President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE
TITLE

DATE ---

- /s/

JOHN H.

PINKERTON

Chief

Executive

Officer,

September

4, 2003

President

and

Director

John H.

Pinkerton

/s/

RODNEY

L.

WALLER

Senior

Vice

President

and

September

4, 2003

Director

Rodney

L.

Waller

Pursuant to the requirements of the Securities Act of 1933, the co-registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fort Worth, State of Texas, on the 4th day of September, 2003.

RANGE ENERGY VENTURES CORPORATION

By: /s/ JOHN H. PINKERTON

John H. Pinkerton
Chief Executive Officer and
President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE
TITLE

DATE ---

- /s/

JOHN H.

PINKERTON

Chief

Executive

Officer,

September

4, 2003

President

and

Director

John H.

Pinkerton

/s/

RODNEY

L.

WALLER

Senior

Vice

President

and

September

4, 2003

Director

Rodney

L.

Waller

Pursuant to the requirements of the Securities Act of 1933, the co-registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fort Worth, State of Texas, on the 4th day of September, 2003.

GULFSTAR ENERGY, INC.

By: /s/ JOHN H. PINKERTON

John H. Pinkerton
Chief Executive Officer and
President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE
TITLE

DATE ---

- /s/
JOHN H.

PINKERTON
Chief

Executive
Officer,

September
4, 2003

President

and
Director

John H.
Pinkerton

/s/
RODNEY

L.
WALLER

Senior
Vice

President
and

September
4, 2003

Director

Rodney
L.

Waller

Pursuant to the requirements of the Securities Act of 1933, the co-registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fort Worth, State of Texas, on the 4th day of September, 2003.

RANGE ENERGY FINANCE CORPORATION

By: /s/ JOHN H. PINKERTON

John H. Pinkerton
Chief Executive Officer and
President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE
TITLE

DATE ---

- /s/

JOHN H.

PINKERTON

Chief

Executive

Officer,

September

4, 2003

President

and

Director

John H.

Pinkerton

/s/

RODNEY

L.

WALLER

Senior

Vice

President

and

September

4, 2003

Director

Rodney

L.

Waller

INDEX TO EXHIBITS

EXHIBIT NUMBER DESCRIPTION -----
3.1.1* -- Restated Certificate of Incorporation of Lomak Petroleum, Inc. ("Lomak")
3.1.2 -- Certificate of Amendment to the Certificate of Incorporation of Lomak dated June 20, 1997 (incorporated by reference to Exhibit 3.1.11 to the Company's Form 10-Q (File No. 001-12209) as filed with the Securities and Exchange Commission (the "SEC") on August 6, 2003)
3.1.3 -- Certificate of Amendment to the Certificate of Incorporation of Lomak dated August 25, 1998 (incorporated by reference to Exhibit 3.1 to the Company's Form S-8 (File No. 333-62439) as filed with the SEC on August 28, 1998)
3.1.4 -- Certificate of Amendment to the Certificate of Incorporation of the Company dated May 24, 2000 (incorporated by reference to Exhibit 3.1.12 to the Company's Form 10-Q (File No. 001-12209) as filed with the SEC on May 7, 2003)
3.2.1 -- Amended and Restated By-laws of the Company dated May 24, 2001

(incorporated by reference to Exhibit 3.2.2 to the Company's Form 10-K (File No. 001-12209) as filed with the SEC on March 5, 2002) 4.1.1 -- Form of

6% Convertible Subordinated Debentures due 2007 (contained as an exhibit to Exhibit 4.1.2 hereto) 4.1.2 -- Indenture dated

December 20, 1996 by and between Lomak and Keycorp Shareholder Services, Inc., as trustee

(incorporated by reference to Exhibit 4.1(a) to Lomak's Form S-3 (File No. 333-23955) as filed with the SEC on March 25, 1997) 4.2.1 -- Form of 5

3/4% Convertible Preferred Security Certificate (contained as an exhibit to Exhibit 4.2.6 hereto) 4.2.2 -- Form of 5

3/4% Convertible Junior Subordinated Debenture (contained as an exhibit to Exhibit 4.2.4 hereto) 4.2.3 -- Indenture dated

October 22, 1997 by and between Lomak and The Bank of New York, as trustee

(incorporated by reference to Exhibit 4.6 of Lomak's Form S-3 (File No. 333-43823) as filed with the SEC on January 7, 1998) 4.2.4 -- First Supplemental Indenture

dated
October 22,
1997 by and
between
Lomak and
The Bank of
New York, as
trustee
(incorporated
by reference
to Exhibit
4.7 to
Lomak's Form
S-3 (File
No. 333-
43823) as
filed with
the SEC on
January 7,
1998) 4.2.5

--
Certificate
of Trust of
Lomak
Financing
Trust dated
October 8,
1997

(incorporated
by reference
to Exhibit
4.4 to
Lomak's Form
S-3 (File
No. 333-
43823) as
filed with
the SEC on
January 7,
1998) 4.2.6

-- Amended
and Restated
Declaration
of Trust of
Lomak
Financing
Trust dated
October 22,
1997 by and
between the
Trustees (as
defined
therein),
the Sponsor
(as defined
therein) and
the holders,
from time to
time, of
undivided
beneficial
ownership
interests in
the Trust
(as defined
therein)

(incorporated
by reference
to Exhibit
4.5 to
Lomak's Form
S-3 (File
No. 333-
43823) as
filed with
the SEC on
January 7,
1998) 4.2.7

--
Convertible
Preferred
Securities
Guarantee
Agreement
dated
October 22,
1997 by and
between
Lomak, as
guarantor,
and The Bank
of New York,
as trustee
(incorporated
by reference
to Exhibit
4.10 to
Lomak's Form

S-3 (File
No. 333-
43823) as
filed with
the SEC on
January 7,
1998) 4.2.8
-- Common
Securities
Guarantee
Agreement
dated
October 22,
1997
executed and
delivered by
Lomak, as
guarantor,
for the
benefit of
the Holders
(as defined
therein)
from time to
time of the
Common
Securities
(as defined
therein) of
Lomak
Financing
Trust
(incorporated
by reference
to Exhibit
4.11 to
Lomak's Form
S-3 (File
No. 333-
43823) as
filed with
the SEC on
January 7,
1998) 4.3.1
-- Form of 7
3/8% Senior
Subordinated
Note due
2013
(contained
as an
exhibit to
Exhibit
4.3.2
hereto)
4.3.2 --
Indenture
dated July
21, 2003 by
and among
the Company,
as issuer,
the
Subsidiary
Guarantors
(as defined
therein), as
guarantors,
and Bank
One,
National
Association,
as trustee
(incorporated
by reference
to Exhibit
4.4.2 to the
Company's
Form 10-Q
(File No.
001-12209)
as filed
with the SEC
on August 6,
2003)

EXHIBIT NUMBER
DESCRIPTION ---

- 4.3.3 --
Registration
Rights

Agreement dated
July 21, 2003
by and between
the Company and
UBS Securities
LLC, Banc One
Capital
Markets, Inc.,
Credit Lyonnais
Securities
(USA) Inc. and
McDonald
Investments
Inc.

(incorporated
by reference to
Exhibit 4.4.3
to the

Company's Form
10-Q (File No.
001-12209) as
filed with the
SEC on August
6, 2003) 5.1* -

- Opinion of
Vinson & Elkins
L.L.P. 10.1 --
Form of
Directors and
Officers

Indemnification
Agreement
(incorporated
by reference to
Exhibit
10.1(11) to
Lomak's Post-
Effective

Amendment No. 2
on Form S-4 to
Form S-1 (File
No. 333-47544)
as filed with
the SEC on
January 18,
1994) 10.2 --
Purchase and
Sale Agreement
dated April 20,
2000 by and
between Range
Pipeline
Systems, L.P.,
as seller, and
Conoco Inc., as
buyer

(incorporated
by reference to
Exhibit 10.1 to
the Company's
Form 10-Q (File
No. 001-12209)
as filed with
the SEC on
August 8, 2000)
10.3 -- Gas
Purchase

Contract dated
July 1, 2000 by
and between
Range

Production I,
L.P., as
seller, and
Conoco Inc., as
buyer

(incorporated
by reference to
Exhibit 10.2 to
the Company's
Form 10-Q (File
No. 001-12209)
as filed with
the SEC on
August 8, 2000)

10.4.1 --
Application
Service
Provider and

Outsourcing Agreement dated June 1, 2000 by and between Applied Terravision Systems Inc. and the Company (incorporated by reference to Exhibit 10.4 to the Company's Form 10-Q (File No. 001-12209) as filed with the SEC on August 8, 2000)

10.4.2 --
Addendum to that certain Application Service Provider and Outstanding Agreement dated June 1, 2000 by and between Applied Terravision Systems Inc. predecessor to CGI Information Systems & Management Systems, Inc. and the Company (incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q (File No. 001-12209) as filed with the SEC on August 6, 2003)

10.5 --
Consulting Agreement dated May 21, 2003 by and between the Company and Thomas J. Edelman (incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q (File No. 001-12209) as filed with the SEC on August 6, 2003)

10.6.1 --
Amended and Restated Credit Agreement dated May 2, 2002 by and among the Company, Bank One, NA, the Lenders (as defined therein), Bank One, NA, as Administrative Agent, Fleet National Bank, as Co-Documentation Agent, Fortis Capital Corp., Agent, JPMorgan Chase Bank, as Co-Syndication Agent, Credit Lyonnais, New York Branch, as Co-Syndication Agent, Banc One Capital Markets, Inc., as Joint Lead Arranger and Joint Bookrunner, and JPMorgan Securities Inc., as Joint

Lead Arranger
and Joint
Bookrunner
(incorporated
by reference to
Exhibit 10.1 to
the Company's
Form 10-Q (File
No. 001-12209)
as filed with
the SEC on May
7, 2002) 10.6.2
-- First

Amendment to
Amended and
Restated Credit
Agreement dated
December 27,
2002 by and
among the
Company, Bank
One, NA, the
Lenders (as
defined
therein), Bank
One, NA, as
Administrative
Agent, Fleet
National Bank,
as Co-
Documentation
Agent, Fortis
Capital Corp.,
as Co-
Documentation
Agent, JPMorgan
Chase Bank, as
Co-Syndication
Agent, Credit
Lyonnais, New
York Branch, as
Co-Syndication
Agent, Banc One
Capital
Markets, Inc.,
as Joint Lead
Arranger and
Joint

Bookrunner, and
JPMorgan Chase
Bank, as Joint
Lead Arranger
and Joint
Bookrunner
(incorporated
by reference to
Exhibit 10.15.6
to the
Company's Form
10-K (File No.
001-12209) as
filed with the
SEC on March 5,
2003) 10.6.3 --
Second

Amendment to
Amended and
Restated Credit
Agreement dated
January 24,
2003 by and
among the
Company, Bank
One, NA, the
Lenders (as
defined
therein), Bank
One, NA, as
Administrative
Agent, Fleet
National Bank,
as Co-
Documentation
Agent, Fortis
Capital Corp.,
as Co-
Documentation
Agent, JPMorgan
Chase Bank, as
Co-Syndication
Agent, Credit
Lyonnais, New
York Branch, as
Co-Syndication
Agent, Banc One
Capital
Markets, Inc.,
as Joint Lead

Arranger and
Joint-
Bookrunner, and
JPMorgan Chase
Bank, as Joint
Lead Arranger
and Joint
Bookrunner
(incorporated
by reference to
Exhibit 10.1 to
the Company's
Form 10-Q (File
No. 001-12209)
as filed with
the SEC on May
7, 2003)

EXHIBIT
NUMBER
DESCRIPTION -

----- 10.6.4
-- Third
Amendment to
Amended and
Restated
Credit
Agreement
dated April
1, 2003 by
and among the
Company, Bank
One, NA, the
Lenders (as
defined
therein),
Bank One, NA,
as
Administrative
Agent, Fleet
National
Bank, as Co-
Documentation
Agent, Fortis
Capital
Corp., as Co-
Documentation
Agent,
JPMorgan
Chase Bank,
as Co-
Syndication
Agent, Credit
Lyonnais, New
York Branch,
as Co-
Syndication
Agent, Banc
One Capital
Markets,
Inc., as
Joint Lead
Arranger and
Joint
Bookrunner,
and JPMorgan
Securities,
Inc., as
Joint Lead
Arranger and
Joint
Bookrunner
(incorporated
by reference
to Exhibit
10.2 to the
Company's
Form 10-Q
(File No.
001-12209) as
filed with
the SEC on
May 7, 2003)
10.6.5* --
Fourth
Amendment to
Amended and
Restated
Credit
Agreement
dated July
15, 2003 by
and among the
Company, Bank
One, NA, the
Lenders (as
defined
therein),
Bank One, NA,
as
Administrative
Agent, Fleet
National
Bank, as Co-
Documentation
Agent, Fortis
Capital
Corp., as Co-
Documentation
Agent,
JPMorgan
Chase Bank,

as Co-Syndication Agent, Credit Lyonnais, New York Branch, as Co-Syndication Agent, Banc One Capital Markets, Inc., as Joint Lead Arranger and Joint Bookrunner, and JPMorgan Securities, Inc., as Joint Lead Arranger and Joint Bookrunner

10.7.1 -- Restated Credit Agreement dated May 3, 2002 by and among Great Lakes Energy Partners, L.L.C. ("Great Lakes"), Bank One, NA, JPMorgan Chase Bank, The Bank of Nova Scotia, Bank of Scotland, Credit Lyonnais, New York Branch, Fortis Capital Corp., The Frost National Bank, Union Bank of California, N.A., each Lender (as defined therein), Bank One, NA, as Administrative Agent, JPMorgan Chase Bank, as Syndication Agent, Credit Lyonnais, New York Branch, as Documentation Agent and The Bank of Nova Scotia, as Managing Agent (incorporated by reference to Exhibit 10.4.1 to the Company's Form 10-Q (File No. 001-12209) as filed with the SEC on August 6, 2003) 10.7.2 -- First Amendment to Restated Credit Agreement dated April 1, 2003 by and among Great Lakes, Bank One, NA, JPMorgan Chase Bank,

The Bank of
Nova Scotia,
Bank of
Scotland,
Credit
Lyonnais, New
York Branch,
Fortis
Capital
Corp., The
Frost
National
Bank, Union
Bank of
California,
N.A.,
Comerica
Bank-Texas,
Natexis
Banques
Populaires,
each Lender
(as defined
therein),
Bank One, NA,
as
Administrative
Agent,
JPMorgan
Chase Bank,
as
Syndication
Agent, Credit
Lyonnais, New
York Branch,
as Co-
Documentation
Agent, The
Bank of Nova
Scotia, as
Co-
Documentation
Agent, Banc
One Capital
Markets,
Inc., as
Joint Lead
Arranger and
Bookrunner,
and JPMorgan
Securities,
Inc., as
Joint Lead
Arranger and
Bookrunner
(incorporated
by reference
to Exhibit
10.4.2 to the
Company's
Form 10-Q
(File No.
001-12209) as
filed with
the SEC on
August 6,
2003) 10.8 --
Amended and
Restated
Range
Resources
Corporation
Deferred
Compensation
Plan for
Directors and
Select
Employees
effective
September 1,
2000
(incorporated
by reference
to Exhibit
10.15 to the
Company's
Form 10-K
(File No.
001-12209) as
filed with
the SEC on
March 6,
2001) 10.9.1
-- Lomak 1989
Stock Option
Plan dated
March 13,
1989

(incorporated by reference to Exhibit 10.1(d) to Lomak's Form S-1 (File No. 33-31558) as filed with the SEC on October 13, 1989) 10.9.2 -- Amendment to the Lomak 1989 Stock Option Plan, as amended (incorporated by reference to Exhibit 4.1 to Lomak's Form S-8 (File No. 333-10719) as filed with the SEC on August 23, 1996) 10.9.3 -- Amendment to the Lomak 1989 Stock Option Plan, as amended (incorporated by reference to Exhibit 4.2 to Lomak's Form S-8 (File No. 333-44821) as filed with the SEC on January 23, 1998) 10.10.1 -- Lomak 1994 Outside Directors Stock Option Plan (incorporated by reference to Exhibit 4.2 to Lomak's Form S-8 (File No. 333-10719) as filed with the SEC on August 23, 1996) 10.10.2 -- First Amendment to the Lomak 1994 Outside Directors Stock Option Plan dated June 8, 1995 (incorporated by reference to Exhibit 4.6 to the Company's Form S-8 (File No. 333-40380) as filed with the SEC on June 29, 2000) 10.10.3 -- Second Amendment to the Lomak 1994 Outside Directors Stock Option Plan dated August 21, 1996 (incorporated by reference to Exhibit 4.7 to the Company's Form S-8 (File No. 333-40380) as filed with the SEC on

June 29,
2000)

EXHIBIT
NUMBER
DESCRIPTION

10.10.4 --
Third
Amendment to
the Lomak
1994 Outside
Directors
Stock Option
Plan dated
June 1, 1999
(incorporated
by reference
to Exhibit
4.8 to the
Company's
Form S-8
(File No.
333-40380)
as filed
with the SEC
on June 29,
2000)

10.10.5 --
Fourth
Amendment to
the
Company's
1994 Outside
Directors
Stock Option
Plan dated
May 24, 2000
(incorporated
by reference
to Exhibit
4.9 to the
Company's
Form S-8
(File No.
333-40380)
as filed
with the SEC
on June 29,
2000)

10.11
-- Second
Amended and
Restated
1996 Stock
Purchase and
Option Plan
for Key
Employees of
Domain
Energy
Corporation
and
Affiliates
(incorporated
by reference
to Exhibit
4.1 to the
Company's
Form S-8
(File No.
333-62439)
as filed
with the SEC
on August
28, 1998)

10.12.1 --
Lomak 1997
Stock
Purchase
Plan, as
amended,
dated June
19, 1997

(incorporated
by reference
to Exhibit
10.1(1) to
Lomak's Form
10-K (File
No. 001-
12209) as
filed with
the SEC on
March 20,
1998)

10.12.2 --
First

Amendment to
the Lomak
1997 Stock
Purchase
Plan dated
May 26, 1999
(incorporated
by reference
to Exhibit
4.2 to the
Company's
Form S-8
(File No.
333-40380)
as filed
with the SEC
on June 29,
2000)

10.12.3 --
Second

Amendment to
the Lomak
1997 Stock
Purchase
Plan dated
September
28, 1999
(incorporated
by reference
to Exhibit
4.3 to the
Company's
Form S-8
(File No.
333-40380)
as filed
with the SEC
on June 29,
2000)

10.12.4 --
Third

Amendment to
the
Company's
1997 Stock
Purchase
Plan dated
May 24, 2000
(incorporated
by reference
to Exhibit
4.4 to the
Company's
Form S-8
(File No.
333-40380)
as filed
with the SEC
on June 29,
2000)

10.12.5 --
Fourth

Amendment to
the
Company's
1997 Stock
Purchase
Plan dated
May 24, 2001
(incorporated
by reference
to Exhibit
4.7 to the
Company's
Form S-8
(File No.
333-63764)
as filed
with the SEC
on June 25,
2001)

10.13
-- Amended
and Restated

1999 Stock
Option Plan
(as amended
May 21,
2003)
(incorporated
by reference
to Exhibit
4.1 to the
Company's
Form S-8
(File No.
333-105895)
as filed
with the SEC

on June 6,
2003) 10.14*
-- Range
Resources
Corporation
401(k) Plan
10.15* --
Range
Resources
Corporation
Amended and
Restated
Change in
Control Plan
dated
September
15, 1998
12.1* --
Computation
of Ratio of
Earnings to
Fixed
Charges 16.1
-- Letter Re
Change in
Great Lakes'
Certifying
Accountant
dated
November 6,
2002
(incorporated
by reference
to Exhibit
16.1 to the
Company's
Form 8-K/A
(File No.
001-12209)
as filed
with the SEC
on December
2, 2002)
16.2 --
Letter Re
Change in
the
Company's
Certifying
Accountant
dated March
28, 2003
(incorporated
by reference
to Exhibit
16.1 to the
Company's
Form 8-K/A
(File No.
001-12209)
as filed
with the SEC
on December
9, 2002)
21.1 --
Subsidiaries
of the
Company
(incorporated
by reference
to Exhibit
21.1 to the
Company's
Form 10-K
(File No.
001-12209)
as filed
with the SEC
on March 5,
2003) 23.1*
-- Consent
of Vinson &
Elkins
L.L.P.
(included in
their
opinion
filed as
Exhibit 5.1
hereto)
23.2* --
Consent of
Ernst &
Young LLP
23.3* --
Consent of
KPMG LLP
24.1* --

Powers of
Attorney
(included on
the first
signature
page of this
Registration
Statement)
25.1* --
Form T-1 of
Bank One,
National
Association

- - - - -

* Filed herewith

RESTATED CERTIFICATE OF INCORPORATION

OF

LOMAK PETROLEUM, INC.

- FIRST: The name of the Corporation is Lomak Petroleum, Inc.
- SECOND: Its principal and registered office in the State of Delaware is located at No. 100 West Tenth Street, the City of Wilmington, County of New Castle. The name and address of its registered agent is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington, Delaware, 19801.
- THIRD: The nature of the business or purposes to be conducted or promoted are:
- To explore, prospect, drill for, produce, market, sell, and deal in and with petroleum, oil, asphaltum, natural gas, gasoline, naphthene, hydrocarbons, oil shales, ores of every kind or the mineral or nonmineral, liquid, solid, or volatile substances and products, by-products, combinations, and derivatives thereof, and to buy, lease, hire, contract for, invest in, and otherwise acquire, and to own, hold, maintain, equip, operate, manage, mortgage, create and grant security interests in, deal in and with, and to sell, lease, exchange and otherwise dispose of oil, gas, mineral, and mining lands, wells, rights, royalties, overriding royalties, oil payments and other oil, gas and mineral interests, claims, locations, patents, concessions, easements, rights-of-way, franchises, real and personal property, and all interests therein, machinery for use on land, water, or air, for prospecting, exploring, and drilling for, producing, gathering, manufacturing, refining, purchasing, leasing, exchanging, trading for, or otherwise disposing of oil, gas and such mineral and non-mineral substances; and to do engineering and contracting and to design, construct, drill, bore, sink, develop, improve, extend, maintain, operate, and repair wells, mines, plants, works, machinery, appliances, rigging, casing, tools, storage, and transportation lines and systems for this Corporation and other persons, associations, or corporations.
- To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware as now in effect or hereafter amended.
- FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 39 million shares, divided into classes as follows:
- | | |
|------------|--|
| 35 million | Common shares having a par value of \$.01 per share; and |
| 4 million | Preferred shares having a par value of \$1.00 per share. |
- As of November 20, 1992 (the "Effective Date"), each share of Common Stock issued and outstanding immediately prior to the Effective Date shall automatically

be changed and converted, without any action on part of the holder thereof, into 1/15th of a share of Common Stock and, in connection with fractional interests in shares of Common Stock of the Corporation, each holder whose aggregate holdings of shares of Common Stock prior to the Effective Date amounted to less than 15, or to a number not evenly divisible by 15 shares of Common Stock, shall be entitled to receive for such fractional interest, and at such time, any such fractional interest shall be converted into the right to receive, upon the surrender of the stock certificates formerly representing shares of Common Stock of the Corporation, cash in lieu of such fractional interest at a price based upon the average of the low bid and high asked price per share of the Common Stock for the ten trading days immediately preceding the Effective Date based upon the quotations provided by NASDAQ.

The designations, voting powers, preferences and relative, participating, optional or other special rights, qualifications, limitations and restrictions of the above classes of stock shall be as follows:

DIVISION A

SERIAL PREFERRED SHARES

SECTION 1. The Serial Preferred Shares may be issued from time to time in one or more series. All Serial Preferred Shares shall be of equal rank and shall be identical, except in respect of the matters that may be fixed by the Board of Directors as hereinafter provided, and each share of each series shall be identical with all other shares of such series, except as to the date from which dividends may be cumulative. Subject to the provisions of Sections 2 to 8, both inclusive, of this Division, which provisions shall apply to all Serial Preferred Shares, the Board of Directors hereby is authorized to cause such shares to be issued in one or more series and with respect to each such series by resolution or resolutions adopted prior to the issuance thereof to fix or determine:

(a) The designation of the series, which may be by distinguishing number, letter or title.

(b) The number of shares of the series, which number the Board of Directors may (except where otherwise provided in the creation of the series) increase or decrease (but not below the number of shares thereof then outstanding).

(c) The dividend rate or rates on the shares of the series, whether dividends shall be cumulative and, if so, the dates from which dividends shall be cumulative, and the dates at which dividends, if declared, shall be payable.

(d) The redemption rights and price or prices, if any, for shares of the series (which may vary at different redemption dates).

(e) The terms and amount of any sinking fund provided for the purchase or redemption of shares of the series.

(f) The liquidation price payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

(g) Whether the shares of the series shall be convertible into Common Shares or other securities of the Corporation, and, if so, the conversion price or rate (which may vary depending on the time at which such conversion is made), any adjustments thereof, and all other terms and conditions upon which such conversion may be made.

(h) Restrictions on the issuance of shares of the same series or of any other class or series.

(i) The voting powers, if any, of such series.

SECTION 2. The holders of Serial Preferred Shares of each series, in preference to the holders of Common Shares and of any other class of shares ranking junior to the Serial Preferred Shares, shall be entitled to receive out of any funds legally available and when and as declared by the Board of Directors dividends in cash at the rate for such series fixed in accordance with the provisions of Section 1 of this Division and no more, payable quarterly on the dates fixed for such series. Such dividends may be cumulative, in the case of shares of any particular series, from and after the date or dates fixed with respect to such series. No dividends may be paid upon or declared or set apart for any of the Serial Preferred Shares for any dividend period unless at the same time a like proportionate dividend for the same dividend period, ratably in proportion to the respective annual dividend rates fixed therefor, shall be paid upon or declared or set apart for all Serial Preferred Shares of all series then issued and outstanding and entitled to receive such dividend.

SECTION 3. In no event so long as any Serial Preferred Shares shall be outstanding shall any dividends, except a dividend payable in Common Shares, or other shares ranking junior to the Serial Preferred Shares, be paid or declared or any distribution be made on the Common Shares or any other shares ranking junior to the Serial Preferred Shares, nor shall any Common Shares or any other shares ranking junior to the Serial Preferred Shares be purchased, retired or otherwise acquired by the Corporation (except out of the proceeds of the sale of Common Shares or other shares ranking junior to the Serial Preferred Shares received by the Corporation subsequent to the date on which the Serial Preferred Shares are first issued);

(a) Unless all accrued and unpaid dividends on Serial Preferred Shares, including the full dividends for the current dividend period, shall have been declared and paid for or a sum sufficient for payment thereof set apart; and

(b) Unless there shall be no arrearages with respect to the redemption of Serial Preferred Shares of any series from any sinking fund provided for shares of such series in accordance with the provisions of Section 1 of this Division.

SECTION 4. (a) Subject to the express terms of each series, the Corporation may from time to time redeem all or any part of the Serial Preferred Shares of any series at the time outstanding (i) at the option of the Board of Directors at the applicable redemption price for such series fixed in accordance with the provisions of Section 1 or (ii) in fulfillment of the

requirements of any sinking fund provided for shares of such series at the applicable sinking fund redemption price, fixed in accordance with the provisions of Section 1, together in each case with accrued and unpaid dividends to the redemption date.

(a) Notice of every such redemption shall be mailed, postage prepaid, to the holders of record of the Serial Preferred Shares to be redeemed at their respective addresses then appearing on the books of the Corporation, not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for such redemption. At any time before or after notice has been given as above provided, the Corporation may deposit the aggregate redemption price of the Serial Preferred Shares to be redeemed with any bank or trust company named in such notice, directed to be paid to the respective holders of the Serial Preferred Shares so to be redeemed, in amounts equal to the redemption price of all Serial Preferred Shares so to be redeemed, on surrender of the stock certificate or certificates held by such holders, and upon the making of such deposit such holders shall cease to be shareholders with respect to such shares, and after such notice shall have been given and such deposit shall have been made such holders shall have no interest in or claim against the Corporation with respect to such shares except only to receive such money from such bank or trust company without interest or the right to exercise, before the redemption date, any unexpired privileges of conversion. In case less than all of the outstanding Serial Preferred Shares of any series are to be redeemed, the Corporation shall select by lot the shares so to be redeemed in such manner as shall be prescribed by its Board of Directors

(b) Any Serial Preferred Shares which are redeemed by the Corporation pursuant to the provisions of this Section 4 and any Serial Preferred Shares which are purchased and delivered in satisfaction of any sinking fund requirements provided for shares of such series and any Serial Preferred Shares which are converted in accordance with the express terms thereof shall be cancelled and not reissued. Any Serial Preferred Shares otherwise acquired by the corporation shall resume the status of authorized and unissued Serial Preferred Shares without serial designation.

SECTION 5. (a) The holders of Serial Preferred Shares of any series shall, in case of voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, be entitled to receive in full out of the assets of the Corporation, including its capital, before any amount shall be paid or distributed among the holders of the Common Shares or any other shares ranking junior to the Serial Preferred Shares, the amounts fixed with respect to the shares of such series in accordance with Section 1 of this Division plus an amount equal to all dividends accrued and unpaid thereon to the date of payment of the amount due pursuant to such liquidation, dissolution or winding up of the affairs of the Corporation. In case the net assets of the Corporation legally available therefor are insufficient to permit the payment upon all outstanding Serial Preferred Shares of the full preferential amount to which they are respectively entitled, then such net assets shall be distributed ratably upon outstanding Serial Preferred Shares in proportion to the full preferential amount to which each such share is entitled.

After payment to holders of Serial Preferred Shares of the full preferential amounts as aforesaid, holders of Serial Preferred Shares as such shall have no right or claim to any of the remaining assets of the Corporation.

(a) The merger or consolidation of the Corporation into or with any other corporation, or the merger of any other corporation into it, or the sale, lease or conveyance of all or substantially all the property or business of the Corporation, shall not be deemed to be a dissolution, liquidation or winding up, voluntary or involuntary, for the purposes of this Section 5.

SECTION 6. Unless and except to the extent otherwise required by law or provided in the resolution or resolutions of the Board of Directors creating any series of Serial Preferred Shares pursuant to this Division A, the holders of Serial Preferred Shares shall have no voting power with respect to any matter whatsoever.

SECTION 7. The holders of Serial Preferred Shares shall have no preemptive rights to purchase or have offered to them for purchase any shares or other securities of the Corporation, whether now or hereafter authorized.

SECTION 8. For the purpose of this Division A:

Whenever reference is made to shares "ranking junior to the Serial Preferred Shares," such reference shall mean and include all shares of the Corporation in respect of which the rights of the holders thereof as to the payment of dividends or as to distributions in the event of a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation are junior and subordinate to the rights of the holders of Serial Preferred Shares.

DIVISION B

COMMON SHARES

The Common Shares shall be subject to the express terms of the Serial Preferred Shares and any series thereof and to the express terms of the Preferred Stock. Each Common Share shall be equal to every other Common Share. The holders of Common Shares shall be entitled to one vote for each share upon all matters presented to the shareholders.

The holders of Common Shares shall have no preemptive right to purchase or have offered to them for purchase any shares or other securities of the Corporation, whether now or hereafter authorized.

FIFTH: The names and mailing addresses of the incorporators are as follows:

Name	Mailing Address
Anthony E. Efremoff	1200 Harter Bank Building Canton, Ohio 44702
Terrence P. Kessler	1200 Harter Bank Building Canton, Ohio 44702
Thomas E. Martin	1200 Harter Bank Building Canton, Ohio 44702

SIXTH: The names and mailing addresses of the persons who will serve as the Board of Directors until their successors are elected and qualify are:

Name	Mailing Address
C. R. Michaels	150 Grand Trunk Hartville, Ohio 44632
K. G. Hungerford, II	Hungerford & Co., P.C. Riverview Center 678 Front Avenue, N.W. Grand Rapids, Michigan 45904
Richard J. Lacks	Lacks Industries, Inc. 1601 Galbraith, S.E. Grand Rapids, Michigan 49506
John P. Lacks	Lacks Industries, Inc. 1601 Galbraith, S.E. Grand Rapids, Michigan 49506
David Augspurger	Kingsley Associates 25625 Southfield Road Southfield, Michigan 48075
John O'Neill	Kingsley Associates 25625 Southfield Road Southfield, Michigan 48075
Elmo Zumwalt, Jr.	2721 North Lake Drive Milwaukee, Wisconsin 53211

Name	Mailing Address
Benjamin Weiner	1492 High Ridge Road Stamford, Connecticut 06903
Otto J. Dax	Siemens Corporation General Motors Building 767 - 5th Avenue New York, New York 10022

SEVENTH: In furtherance and not in limitation of the powers granted them by statute, the Board of Directors is hereby authorized:

(1) To alter, make, amend or repeal the By-laws of the corporation.

(2) From time to time,

a) to issue, sell and dispose of shares of the authorized and previously unissued capital stock of the corporation and shares of its outstanding capital stock held in its treasury;

b) to issue, sell and dispose of the bonds, debentures, notes and other obligations or evidences of indebtedness of the corporation convertible into, or carrying rights to purchase, stock of the corporation of any class; and

c) to authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

(3) To purchase any of the outstanding shares of the Corporation at such price and upon such terms as the Directors may determine.

(4) The corporation may in its By-laws confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

(5) Any former, present or future director, officer or employee of the company or the legal representative of any such director, officer, or employee shall be indemnified by the company

a) against reasonable costs, disbursements and counsel fees paid or incurred where such person has been successful on the merits or otherwise in any pending, threatened or completed civil, criminal, administrative or arbitratative action, suit or proceeding, and any appeal therein and any inquiry or investigation which could lead to such action, suit or proceeding, or in defense of any claim, issue or matter therein, by reason of such person being or having been such director, officer or employee, and

b) with respect to any such action, suit, proceeding, inquiry or investigation for which indemnification is not made under (a) above, against reasonable costs, disbursements (which shall include amounts paid in satisfaction of settlements, judgments, fines and penalties, exclusive, however, of any amounts paid or payable to the company) and counsel fees if such person also had no reasonable cause to believe the conduct was unlawful, with the determination as to whether the applicable standard of conduct was met to be made by a majority of the members of the Board of Directors (sitting as a committee of the Board) who were not parties to such inquiry, investigation, action, suit or proceeding or by any one or more disinterested counsel to whom the question may be referred to the Board of Directors; provided, however, in connection with any proceeding by or in the right of the company, no indemnification shall be provided as to any person adjudged by any court to be liable for negligence or misconduct except as and to the extent determined by such court.

The termination of any such inquiry, investigation, action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that such person did not meet the standards of conduct set forth in subsection (b) above.

Reasonable costs, disbursements and counsel fees incurred by such person in connection with any inquiry, investigation action, suit or proceeding may be paid by the company in advance of the final disposition of such matter if authorized by a majority of the Board of Directors (sitting as a committee of the Board) not parties to such matter upon receipt by the company of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person is entitled to be indemnified as set forth herein.

The Board of Directors may, at any regular or special meeting of the Board, by resolution, accord similar indemnification (prospective or retroactive) to any director, trustee, officer or employee of any other company who is serving as such at the request of the company because of the company's interest in such other company and any officer, director or employee of any constituent corporation absorbed by the company in a consolidation or merger, or the legal representative of any such director, trustee, officer or employee.

The indemnification herein provided shall not exclude any other rights to which such person may be entitled as a matter of law or which may be lawfully granted.

EIGHT: No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. This paragraph

shall not eliminate or limit the liability of a director for any act or omission occurring prior to the effective date of its adoption. If the General Corporation Law of the State of Delaware is hereafter amended to authorize corporate action further limiting or eliminating the personal liability of directors, then the liability of a director to the Corporation shall be limited or eliminated to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended from time to time. No repeal or modification of this Article VIII, directly or by adoption of an inconsistent provision of this Certificate of Incorporation, by the stockholders of the Corporation shall be effective with respect to any cause of action, suit claim or other matter, but for this Article VIII, would accrue or arise prior to such repeal or modification.

[VINSON&ELKINS LOGO]
ATTORNEYS AT LAW

VINSON & ELKINS L.L.P.
THE TERRACE 7
2801 VIA FORTUNA, SUITE 100
AUSTIN, TEXAS 78746
TELEPHONE (512) 542-8400
FAX (512) 542-8612
www.velaw.com

EXHIBIT 5.1

September 4, 2003

Range Resources Corporation
777 Main Street, Suite 800
Fort Worth, Texas 76102

Ladies and Gentlemen:

We have acted as special counsel for Range Resources Corporation, a Delaware corporation (the "Company"), in connection with the exchange of \$100,000,000 aggregate principal amount of the Company's 7 3/8% Senior Subordinated Notes due 2013 (the "New Notes") for \$100,000,000 aggregate principal amount of the Company's 7 3/8% Senior Subordinated Notes due 2013 (the "Old Notes"). The New Notes are to be offered in exchange for the Old Notes in a registered exchange offer (the "Exchange Offer") pursuant to the Registration Rights Agreement, dated July 21, 2003 (the "Registration Rights Agreement"), by and among the Company, UBS Securities LLC, Banc One Capital Markets, Inc., Credit Lyonnais Securities (USA) Inc. and McDonald Investments Inc.

The Old Notes have been, and the New Notes will be, issued pursuant to an Indenture, dated as of July 21, 2003 (the "Indenture"), by and among the Company, Range Energy I, Inc., Range HoldCo, Inc., Range Production Company, Range Energy Ventures Corporation, Gulfstar Energy, Inc., Range Energy Finance Corporation and Bank One, National Association, as trustee (the "Trustee"). Unless the context otherwise requires, each capitalized term used and not defined herein shall have the meaning given such term in the Indenture.

In reaching the opinion set forth herein, we have reviewed originals or copies of the Indenture, the Registration Rights Agreement, the Registration Statement on Form S-4 filed by the Company under the Securities Act of 1933 (the "Securities Act") registering the offering of the New Notes (the "Registration Statement") and such other documents and matters of law that we deemed relevant.

Based upon the foregoing, and subject to the assumptions and qualifications hereinafter stated, we express the opinion that the New Notes, when duly executed, authenticated, issued and delivered in accordance with the Exchange Offer and the Indenture, and when delivered in exchange for the Old Notes, will constitute valid and binding obligations of the Company entitled to the benefits of the Indenture, subject to (i) laws relating to bankruptcy, insolvency,

fraudulent conveyance, fraudulent transfer, reorganization, rearrangement, liquidation, conservatorship, moratorium and other laws affecting the enforcement of creditors' rights or the collection of debtors' obligations generally and (ii) principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

For purposes of this opinion, we have assumed that (i) all information contained in all documents reviewed by us is true and correct, (ii) all signatures on all documents reviewed by us are genuine, (iii) all documents submitted to us as originals are true and complete, and (iv) all documents submitted to us as copies are true and complete copies of the originals thereof, (v) each natural person signing any document reviewed by us had the legal capacity to do so, and (vi) each person signing any document reviewed by us in a representative capacity had authority to sign in such capacity.

This opinion is limited in all respects to the corporate laws of the States of Delaware and New York and the federal laws of the United States of America.

This opinion may be filed as an exhibit to the Registration Statement. Consent is also given to the reference to this firm under the caption "Legal Matters" in the Prospectus included in the Registration Statement as having passed on certain legal matters in connection with the New Notes. In giving this consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

We express no opinion as to any matter other than as expressly set forth above, and no opinion on any other matter may be inferred or implied herefrom. The opinion expressed herein is given as of the date hereof, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein. The opinion expressed herein is not to be used, circulated, quoted or otherwise referred to in connection with any transaction other than the Exchange Offer or by or to any other person without our prior written consent.

Very truly yours,

/s/ Vinson & Elkins L.L.P.

FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (hereinafter referred to as the "Amendment") executed as of the 15th day of July, 2003, by and among RANGE RESOURCES CORPORATION, a Delaware corporation ("Borrower"), BANK ONE, NA, a national banking association ("Bank One"), each of the financial institutions which is a party hereto (as evidenced by the signature pages to this Amendment) or which may from time to time become a party hereto pursuant to the provisions of Section 29 of the Credit Agreement or any successor or assignee thereof (hereinafter collectively referred to as "Lenders", and individually, "Lender"), Bank One, as Administrative Agent ("Agent"), Fleet National Bank, as Co-Documentation Agent, Fortis Capital Corp., as Co-Documentation Agent, JPMorgan Chase Bank, as Co-Syndication Agent, Credit Lyonnais New York Branch, as Co-Syndication Agent, Banc One Capital Markets, Inc., as Joint Lead Arranger and Joint Bookrunner and JPMorgan Securities, Inc., as Joint Lead Arranger and Joint Bookrunner. Capitalized terms used but not defined in this Amendment have the meanings assigned to such terms in that certain Amended and Restated Credit Agreement dated as of May 2, 2002, by and among Borrower, Agent and Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, the Borrower has advised Agent and the Lenders that it intends to consummate an offering of debt securities in accordance with the terms and conditions of an Offering Memorandum substantially similar to the draft of an Offering Memorandum provided to Agent and Lenders on or about July 16, 2003 (the "Offering Memorandum"), with one or more Book-Running Managers selected by the Borrower (the "Debt Offering"); and

WHEREAS, certain provisions of the Credit Agreement prohibit the Borrower from consummating the Debt Offering without the express written consent of Agent and the Super Majority Lenders; and

WHEREAS, the Borrower has requested the Agent and the Lenders to (i) consent to the consummation of the Debt Offering and waive any Default or Event of Default arising as a result thereof; and (ii) amend the Credit Agreement in certain respects; and Agent and the Lenders have agreed to do so on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Borrower, Agent and the Lenders, hereby agree as follows:

SECTION 1. AMENDMENTS TO CREDIT AGREEMENT. Subject to the satisfaction or waiver in writing of each condition precedent set forth in Section 3 hereof, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Credit Agreement shall be amended in the manner provided in this Section 1.

1.1 ADDITIONAL DEFINITIONS. Section 1 of the Credit Agreement shall be and it hereby is amended by adding the following definitions in alphabetical order to such section:

8.75% Senior Subordinated Notes means those certain 8.75% Senior Subordinated Notes due January 15, 2007 issued pursuant to an Indenture dated as of March 14, 1997 by and between Borrower and Fleet National Bank, as Trustee.

Convertible Subordinated Debentures means those certain 6% Convertible Subordinated Debentures due 2007, issued pursuant to an Indenture by and between Borrower and Key Corp. Shareholder Services, Inc., as Trustee.

Disqualified Stock means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (i) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof, in whole or in part, on or prior to the Maturity Date, or (ii) requires the payment of any dividend other than dividends which are paid in kind.

Fourth Amendment to Credit Agreement means that certain Fourth Amendment to Amended and Restated Credit Agreement, dated July 15, 2003, by and among the Borrower, Agent and the Lenders

Refinancing Indebtedness means indebtedness of Borrower incurred pursuant to clause (viii) of Section 13(h) hereof and any renewals or extensions thereof.

Refinancing Net Proceeds means an amount equal to the proceeds of the issuance of the Refinancing Securities less any and all transaction costs and expenses incurred by Borrower in connection therewith, regardless of whether all or any portion of such proceeds are applied to prepay the outstanding principal balance of the Notes and accrued interest thereon prior to the application of such proceeds to, or the exchange of Refinancing Securities for, indebtedness evidenced by the Junior Securities pursuant to clause (viii) of Section 13(h) and clause (iii) of Section 13(i).

Refinancing Securities means the notes, instruments, and securities evidencing the Refinancing Indebtedness.

1.2 AMENDED DEFINITION. Each of the following definitions in Section 1 of the Credit Agreement shall be amended as follows:

Junior Securities means, collectively the 8.75% Senior Subordinated Notes, the Convertible Subordinated Debentures, the Trust Convertible Preferred Securities and the Refinancing Securities.

Unscheduled Redeterminations means a redetermination of the Borrowing Base made at any time other than on the dates set for the regular semi-annual redetermination of the Borrowing Base which are made (A) at the request of Borrower (but only once between Borrowing Base redeterminations), (B) at the request of Super Majority Lenders (but only twice between Borrowing Base redeterminations) or (C) upon the issuance of any Refinancing Securities, provided, however, that (i) Super Majority Lenders may require an Unscheduled Redetermination at any time it appears to Agent or Super Majority Lenders, in the exercise of their reasonable discretion, that either (a) there has been a material decrease in the value of the Oil and Gas Properties, or (b) an event has occurred which is reasonably expected to have a Material Adverse Effect, or (ii) Super Majority Lenders may require an Unscheduled Redetermination if Borrower terminates any material agreements entered into in connection with a Rate Management Transaction used by Lenders in determining the Hydrocarbon Borrowing Base or if the counterparty to any such material agreement commences, or has commenced against it any proceeding under any bankruptcy, insolvency or similar law now or hereafter in effect.

1.3 AMENDMENT TO FINANCIAL STATEMENTS AND REPORTS. Clause (ii) of Section 12(a) of the Credit Agreement shall be and it hereby is amended by inserting the following at the end of such clause:

, together with a report demonstrating, in reasonable detail, the use of the Refinancing Net Proceeds during such fiscal quarter, including, without limitation, (w) the initial amount of the Refinancing Net Proceeds immediately following the issuance of the Refinancing Securities and prior to the application of any such Refinancing Net Proceeds to any indebtedness of the Borrower, (x) the amount of the Refinancing Net Proceeds used to refinance, repay, defease or redeem Junior Securities pursuant to and as permitted under clause (viii) of Section 13(h) during such fiscal quarter and cumulatively since the issuance of the Refinancing Securities, (y) the amount of Refinancing Securities issued in exchange for Trust Convertible Preferred Securities during such fiscal quarter and cumulatively since the issuance of the Refinancing Securities and (z) the amount of Refinancing Net Proceeds remaining as of the end of such fiscal quarter after giving effect to any Refinancing Securities exchanged for any Trust Convertible Preferred Securities.

1.4 AMENDMENT TO DEBTS, GUARANTIES AND OTHER OBLIGATIONS. Section 13(h) of the Credit Agreement shall be and it hereby is amended by deleting "or" at the end of clause (vii), deleting clause (viii) of such Section and inserting the following after clause (vii) of such Section as clauses (viii), and (ix) of such Section:

(viii) the incurrence by Borrower, on or before September 30, 2003, of unsecured indebtedness in an aggregate principal amount not to exceed \$135,000,000; provided that (A) no Default or Event of Default has occurred and is continuing or would result therefrom, (B) such indebtedness is subordinated in right of payment to the indebtedness, liabilities and obligations evidenced by the Notes, the Agreement and the other Loan Documents, (C) the stated maturity date with respect to such indebtedness is not earlier than January 1, 2010, (D) the annual interest rate with respect to such indebtedness is fixed at a rate that is less than or equal to 8.5% per annum and is payable no more frequently than quarterly; (E) the Refinancing Net Proceeds are used to refinance or defease all of the issued and outstanding 8.75% Senior Subordinated

Notes not later than sixty (60) days after the issuance of such indebtedness; and (F) all of the Refinancing Net Proceeds in excess of the amount necessary to refinance or defease all of the issued and outstanding 8.75% Senior Subordinated Notes (less the amount, upon issuance, of any Refinancing Securities issued in exchange for the Trust Convertible Preferred Securities) are used to either (x) refinance, repay, defease, or redeem the Subordinated Convertible Debentures or the Trust Convertible Preferred Securities, or (y) prepay, without premium or penalty, the outstanding principal amount of the Notes and accrued interest thereon to the date of prepayment; or

(ix) any renewals or extensions of (but, other than in the case of the Notes, not increases in) any of the foregoing.

1.5 AMENDMENT TO RESTRICTED PAYMENTS. Section 13(i) of the Credit Agreement shall be and it hereby is amended by deleting "or" at the end of clause (i), deleting the period "." at the end of clause (ii), inserting "; or" at the end of clause (ii) and inserting the following after clause (ii) of such Section as clause (iii) of such Section:

(iii) the redemption or defeasance of the 8.75% Senior Subordinated Notes, the Subordinated Convertible Debentures and the Trust Convertible Preferred Securities with Refinancing Net Proceeds in accordance with and to the extent permitted by clause (viii) of Section 13(h) hereof, and the exchange of Refinancing Securities for the Trust Convertible Preferred Securities; provided that no Default or Event of Default has occurred and is continuing or would result therefrom.

1.6 AMENDMENT TO ISSUANCE OF PREFERRED STOCK. Section 13(p) of the Credit Agreement shall be and it hereby is amended as follows:

(p) Issuance of Preferred Stock. Except as otherwise permitted with the prior written consent of the Super Majority Lenders, Borrower shall not issue any Disqualified Stock after the Effective Date.

1.7 AMENDMENT TO PAYMENTS OR PREPAYMENTS OF OTHER INDEBTEDNESS. Section 13(q) of the Credit Agreement shall be and it hereby is amended by deleting "Section 13(i)(ii)" from such section and inserting "Section 13(i)" in replacement thereof.

1.8 WAIVER OF CERTAIN ADDITIONAL BORROWING BASE ADJUSTMENTS. Notwithstanding Section 7(c) of the Credit Agreement, Borrower, Agent and Lenders hereby agree that no increase shall be made in the Borrowing Base with respect to the issuance of the Refinancing Securities or the acquisition or redemption of any Junior Securities with Refinancing Net Proceeds.

SECTION 2. CONSENT AND WAIVER. In reliance on the representations, warranties, covenants and agreements contained in this Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, the Required Lenders hereby (a) consent to (i) the consummation of the Debt Offering in accordance with the terms and conditions of the Offering Memorandum, and (ii) the execution and delivery by Borrower of any and all agreements,

documents and instruments necessary to evidence the Debt Offering (the "Debt Offering Documents"), and the performance of its obligations and the exercise of its rights under and pursuant thereto, and (b) waive compliance by Borrower with each provision of the Credit Agreement and the other Loan Documents to the extent, but only to the extent, that the consummation of the Debt Offering and the execution and delivery of the Debt Offering Documents by Borrower, and the performance of its obligations and the exercise of its rights under and pursuant thereto, violate such provisions or result in a Default or Event of Default under the Credit Agreement or the other Loan Documents. The consent and waiver herein contained is expressly limited as follows: (x) such consent and waiver is limited solely to the consummation of the Debt Offering in accordance with the terms of the Debt Offering Documents most recently provided to Agent, and (y) such consent and waiver is a limited, one-time consent and waiver, and nothing contained herein shall obligate the Lenders to grant any additional or future consent or waiver with respect to, or in connection with, any provision of any Loan Document.

SECTION 3. REAFFIRMATION OF REPRESENTATIONS AND WARRANTIES. Except to the extent its provisions are specifically amended, modified or superseded by this Amendment, the representations, warranties and affirmative and negative covenants of the Borrower contained in the Credit Agreement are incorporated herein by reference for all purposes as if copied herein in full. The Borrower hereby restates and reaffirms each and every term and provision of the Credit Agreement, as amended, including, without limitation, all representations, warranties and affirmative and negative covenants. Except to the extent its provisions are specifically amended, modified or superseded by this Amendment, the Credit Agreement, as amended, and all terms and provisions thereof shall remain in full force and effect, and the same in all respects are confirmed and approved by the Borrower and the Lenders.

SECTION 4. CONDITIONS. The amendments to the Credit Agreement contained in Section 1 of this Amendment shall be effective upon the satisfaction of each of the conditions set forth in this Section 3.

4.1 EXECUTION AND DELIVERY. The Borrower and each Guarantor shall have executed and delivered this Amendment, and other required documents, all in form and substance satisfactory to the Agent;

4.2 REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Borrower under this Amendment are true and correct in all material respects as of such date, as if then made (except to the extent that such representations and warranties related solely to an earlier date);

4.3 NO EVENT OF DEFAULT. No Event of Default shall have occurred and be continuing nor shall any event have occurred or failed to occur which, with the passage of time or service of notice, or both, would constitute an Event of Default;

4.4 WORK FEE. Agent shall have received, for the benefit of the Lenders executing and delivering this Amendment to Borrower on or before 5:00 p.m. (Chicago time) on Wednesday, July 16, 2003, a work fee of \$5,000 for each such Lender.

4.5 OTHER DOCUMENTS. The Agent shall have received such other instruments and documents incidental and appropriate to the transaction provided for herein as the Agent or its counsel may reasonably request, and all such documents shall be in form and substance satisfactory to the Agent;

4.6 LEGAL MATTERS SATISFACTORY. All legal matters incident to the consummation of the transactions contemplated hereby shall be reasonably satisfactory to special counsel for the Agent retained at the expense of Borrower.

SECTION 5. MISCELLANEOUS.

5.1 ADDITIONAL REPRESENTATIONS AND WARRANTIES. Borrower hereby represents and warrants that all factual information, if any, heretofore and contemporaneously furnished by or on behalf of Borrower to Agent for purposes of or in connection with this Amendment does not contain any untrue statement of a material fact or omit to state any material fact necessary to keep the statements contained herein or therein from being misleading. Each of the foregoing representations and warranties shall constitute a representation and warranty of Borrower made under the Credit Agreement, and it shall be an Event of Default if any such representation and warranty shall prove to have been incorrect or false in any material respect at the time given. Each of the representations and warranties made under the Credit Agreement (including those made herein) shall survive and not be waived by the execution and delivery of this Amendment or any investigation by Lenders.

5.2 INDEMNIFICATION. The Borrower agrees to indemnify and hold harmless the Lenders and their respective officers, employees, agents, attorneys and representatives (singularly, an "Indemnified Party", and collectively, the "Indemnified Parties") from and against any loss, cost, liability, damage or expense (including the reasonable fees and out-of-pocket expenses of counsel to the Lender, including all local counsel hired by such counsel) ("Claim") incurred by the Lenders in investigating or preparing for, defending against, or providing evidence, producing documents or taking any other action in respect of any commenced or threatened litigation, administrative proceeding or investigation under any federal securities law, federal or state environmental law, or any other statute of any jurisdiction, or any regulation, or at common law or otherwise, which is alleged to arise out of or is based upon any acts, practices or omissions or alleged acts, practices or omissions of the Borrower or its agents or arises in connection with the duties, obligations or performance of the Indemnified Parties in negotiating, preparing, executing, accepting, keeping, completing, countersigning, issuing, selling, delivering, releasing, assigning, handling, certifying, processing or receiving or taking any other action with respect to the Loan Documents and all documents, items and materials contemplated thereby even if any of the foregoing arises out of an Indemnified Party's ordinary negligence. The indemnity set forth herein shall be in addition to any other obligations or liabilities of the Borrower to the Lenders hereunder or at common law or otherwise, and shall survive any termination of this Amendment, the expiration of the Loan and the payment of all indebtedness of the Borrower to the Lenders hereunder and under the Notes, provided that the Borrower shall have no obligation under this section to the Lenders with respect to any of the foregoing arising out of the gross negligence or willful misconduct of the Lenders. If any Claim

is asserted against any Indemnified Party, the Indemnified Party shall endeavor to notify the Borrower of such Claim (but failure to do so shall not affect the indemnification herein made except to the extent of the actual harm caused by such failure). The Indemnified Party shall have the right to employ, at the Borrower's expense, counsel of the Indemnified Parties' choosing and to control the defense of the Claim. The Borrower may at its own expense also participate in the defense of any Claim. Each Indemnified Party may employ separate counsel in connection with any Claim to the extent such Indemnified Party believes it reasonably prudent to protect such Indemnified Party. THE PARTIES INTEND FOR THE PROVISIONS OF THIS SECTION TO APPLY TO AND PROTECT EACH INDEMNIFIED PARTY FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON ANY INDEMNIFIED PARTY AS WELL AS FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE, WHETHER OR NOT THAT NEGLIGENCE IS THE SOLE, CONTRIBUTING, OR CONCURRING CAUSE OF ANY CLAIM, BUT NOT FROM ANY PORTION OF SUCH CLAIM ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.

5.3 COUNTERPARTS. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

5.4 WRITTEN CREDIT AGREEMENT. THE CREDIT AGREEMENT, AS AMENDED, REPRESENTS THE FINAL AGREEMENT BETWEEN AND AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

5.5 NO IMPAIRMENT. Borrower acknowledges and agrees that the renewal, extension and amendment of the Credit Agreement shall not be considered a novation of account or new contract but that all existing rights, titles, powers, and estates in favor of the Lenders constitute valid and existing obligations in favor of the Lenders. Borrower confirms and agree that (a) neither the execution of this Fourth Amendment nor any other Loan Document nor the consummation of the transactions described herein and therein shall in any way effect, impair or limit the covenants, liabilities, obligations and duties of the Borrower under the Loan Documents and (b) the obligations evidenced and secured by the Loan Documents continue in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to Credit Agreement to be duly executed as of the date first above written.

BORROWER:

RANGE RESOURCES CORPORATION
a Delaware corporation

By: /s/ JOHN H. PINKERTON

Name: John H. Pinkerton
Title: President

S-1

LENDERS:

BANK ONE, NA, a national banking
association (Main Office Chicago) as a
Lender and Administrative Agent

By: /s/ THOMAS E. BOTH

Name: Thomas E. Both
Title: Director, Capital Markets

BANK OF SCOTLAND

By: -----

Name: -----

Title: -----

S-3

JPMORGAN CHASE BANK

By: /s/ ROBERT C. MERTENSOTTO

Name: Robert C. Mertensotto

Title: Managing Director

S-4

COMPASS BANK

By: /s/ JOHN M. FALBO

Name: John M. Falbo

Title: Senior Vice President

S-5

CREDIT LYONNAIS, NEW YORK BRANCH

By: /s/ PHILLPPE SOUSTRA

Name: Phillippe Soustra

Title: Executive Vice President

S-6

FLEET NATIONAL BANK

By: /s/ JEFFREY H. RATHKAMP

Name: Jeffrey H. Rathkamp

Title: Director

S-7

FORTIS CAPITAL CORP.

By: /s/ CHRISTOPHER S. PARADA

Name: Christopher S. Parada
Title: Vice President

By: /s/ DARRELL W. HOLLEY

Name: Darrell W. Holley
Title: Managing Director

S-8

NATEXIS BANQUES POPULAIRES

By: /s/ DONOVAN C. BROUSSARD

Name: Donovan C. Broussard

Title: Vice President and Group Manager

By: /s/ DANIEL PAYER

Name: Daniel Payer

Title: Vice President

COMERICA BANK-TEXAS

By: /s/ PETER SEFZIK

Name: Peter Sefzik

Title: Assistant Vice President - Texas
Division

S-10

CONSENT AND REAFFIRMATION

The undersigned (each a "Guarantor") hereby (i) acknowledges receipt of a copy of the foregoing Fourth Amendment to Amended and Restated Credit Agreement (the "Fourth Amendment"); (ii) consents to Borrower's execution and delivery thereof; (iii) agrees to be bound thereby; (iv) affirms that nothing contained therein shall modify in any respect whatsoever its guaranty of the obligations of the Borrower to Lenders pursuant to the terms of its Guaranty in favor of Agent and the Lenders (the "Guaranty") and (v) reaffirms that the Guaranty is and shall continue to remain in full force and effect. Although Guarantor has been informed of the matters set forth herein and has acknowledged and agreed to same, Guarantor understands that the Lenders have no obligation to inform Guarantor of such matters in the future or to seek Guarantor's acknowledgment or agreement to future amendments or waivers, and nothing herein shall create such duty.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Reaffirmation on and as of the date of the Fourth Amendment.

GUARANTORS:

RANGE ENERGY I, INC.
a Delaware corporation

By: /s/ JOHN H. PINKERTON

Name: John H. Pinkerton
Title: President

RANGE HOLDCO, INC.
a Delaware corporation

By: /s/ JOHN H. PINKERTON

Name: John H. Pinkerton
Title: President

RANGE PRODUCTION COMPANY
a Delaware corporation

By: /s/ JOHN H. PINKERTON

Name: John H. Pinkerton
Title: President

RANGE ENERGY VENTURES
CORPORATION, a Delaware corporation

By: /s/ JOHN H. PINKERTON

Name: John H. Pinkerton
Title: President

GULFSTAR ENERGY, INC.
a Delaware corporation

By: /s/ JOHN H. PINKERTON

Name: John H. Pinkerton
Title: President

RANGE ENERGY FINANCE CORPORATION
a Delaware corporation

By: /s/ JOHN H. PINKERTON

Name: John H. Pinkerton
Title: President

SCUDDER
INVESTMENTS

=====

SCUDDER TRUST COMPANY
PROTOTYPE DEFINED CONTRIBUTION PLAN

FULL-FLEX PROFIT SHARING PLAN (With 401(k) Option)
Non-Standardized (003)

ADOPTION AGREEMENT

=====

AMENDED FOR THE URUGUAY ROUND AGREEMENTS ACT ("GATT"), THE UNIFORM SERVICES
EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT ("USERRA"), THE SMALL BUSINESS JOB
PROTECTION ACT OF 1996 ("SBJPA"), THE TAXPAYER RELIEF ACT OF 1997 ("TRA '97"),
THE INTERNAL REVENUE SERVICE RESTRUCTURING AND REFORM ACT OF 1998 AND THE
COMMUNITY RENEWAL TAX RELIEF ACT OF 2000 (COLLECTIVELY REFERRED TO AS "GUST").

NATIONAL OFFICE LETTER
DATE: _____
SERIAL NUMBER: _____

SCUDDER TRUST COMPANY
PROTOTYPE DEFINED CONTRIBUTION PLAN

TABLE OF CONTENTS

A.	PREAMBLE.....	1
B.	LEAD AND PARTICIPATING EMPLOYER INFORMATION.....	1
	Lead Employer: [Plan Sec. 2.40].....	1
	Participating Employers: [Plan Secs. 2.50 and 15.1].....	1
C.	PLAN INFORMATION.....	1
	Plan: [Plan Sec. 1.1].....	1
	Plan Year: [Plan Sec. 2.58].....	2
	Plan Administrator: [Plan Secs. 2.54 and 14.1].....	2
	Funding Vehicle: [Plan Secs. 1.3 and 2.32].....	2
	Controlling Law State: [Plan Sec. 1.4].....	2
D.	ELIGIBILITY AND SERVICE REQUIREMENTS.....	3
	Excluded Employment Categories: [Plan Sec. 2.14(a)].....	3
	Age and Service Requirements: [Plan Sec. 3.1(a)].....	4
	Entry: [Plan Secs. 2.27 and 3.1(a)].....	4
	Hours of Service: [Plan Sec. 2.64].....	4
	Method to Determine Service for Eligibility Purposes: [Plan Sec. 2.64].....	4
	Method to Determine Service for Vesting Purposes: [Plan Sec. 2.64].....	5
	Break in Service Rules for Eligibility and Vesting: [Plan Secs. 2.8, 3.3 and 10.2(m)].....	6
	Predecessor Employer Credit: [Plan Secs. 2.59 and 2.64(c)].....	7
	Waiver of Entry Requirements: [Plan Sec. 3.1(f)].....	7
	Election Not to Participate: [Plan Sec. 3.5].....	8
E.	PLAN COMPENSATION.....	8
	Plan Compensation: [Plan Sec. 2.56].....	8
	Plan Compensation for the Plan Year: [Plan Sec. 2.57].....	10
	Imputed Earnings While Disabled: [Plan Sec. 2.56(e)].....	10
F.	EMPLOYEE PRE-TAX COMPONENT.....	10
	Employee Pre-Tax Contributions: [Plan Sec. 4.1].....	10
	Age and Service Requirements: [Plan Sec. 3.1(a)].....	10
	Entry: [Plan Secs. 2.27 and 3.1(a)].....	11
	Pay Reduction Contributions - Minimums/Maximums: [Plan Sec. 4.1(a)].....	11
	Pay Reduction Agreements: [Plan Sec. 4.1(a)].....	13
	Cash or Deferred Contributions: [Plan Sec. 4.1(c)].....	13
	In-Service Withdrawals: [Plan Sec. 11.2].....	14
G.	EMPLOYER AFTER-TAX COMPONENT.....	14
	Employer After-Tax Contributions: [Plan Sec. 4.2].....	14
	Age and Service Requirements/Entry: [Plan Secs. 2.27 and 3.1(a)].....	14
	Payroll Withholding Contributions: [Plan Sec. 4.2(a)].....	14
	Direct Contributions: [Plan Sec. 4.2(c)].....	15
	Required Contributions - Thrift Plan: [Plan Sec. 4.2(b)].....	15
	In-Service Withdrawals: [Plan Sec. 11.2].....	16
H.	EMPLOYER SAFE-HARBOR COMPONENT.....	16
	Employer Safe-Harbor Contributions [Plan Secs. 5.1 and 6.1].....	16
	Age and Service Requirements: [Plan Sec. 3.1(a)].....	17
	Employer Safe-Harbor Contributions [Plan Sec. 5.1].....	17
	In-Service Withdrawals: [Plan Sec. 11.2].....	18
I.	EMPLOYER REGULAR MATCHING COMPONENT.....	19
	Employer Regular Matching Contributions: [Plan Sec. 5.2]... ..	19
	Excluded Employment Categories: [Plan Sec. 2.14(a)].....	19
	Age and Service Requirements: [Plan Sec. 3.1(a)].....	19
	Entry: [Plan Secs. 2.27 and 3.1(a)].....	19
	Requirements to Receive an Employer Regular Matching Contribution: [Plan Sec. 5.2(a) or (b)].....	20
	Matching Formula: [Plan Sec. 5.2(a) or (b)].....	21
	Minimums and Maximums: [Plan Sec. 5.2(d)].....	27
	Vesting Schedule for Employer Regular Matching Component: [Plan Sec. 10.2(e)].....	27
	Treatment of Forfeitures: [Plan Sec. 5.2(g)].....	28
	In-Service Withdrawals: [Plan Sec. 11.2].....	29
J.	EMPLOYER REGULAR PROFIT SHARING COMPONENT.....	30
	Profit Sharing Contributions: [Plan Sec. 6.2].....	30
	Excluded Employment Categories: [Plan Sec. 2.14(a)].....	30
	Age and Service Requirements: [Plan Sec. 3.1(a)].....	30
	Entry: [Plan Secs. 2.27 and 3.1(a)].....	30
	Requirements to Share in the Employer Regular Profit Sharing Contribution: [Plan Sec. 6.2(a) or (b)].....	31
	Contribution/Allocation Formula: [Plan Sec. 6.2(a) or (b)].....	32

Vesting Schedule for Employer Regular Profit Sharing	
Component: [Plan Sec. 10.2(e)]	37
Treatment of Forfeitures: [Plan Sec. 6.2(d)]	37
In-Service Withdrawals: [Plan Sec. 11.2]	38
K. EMPLOYER QUALIFIED MATCHING AND PROFIT SHARING COMPONENT...	39
Employer Qualified Contributions: [Plan Secs. 5.3 and 6.3]	39
Employer Qualified Matching Contributions (QMACs):	
[Plan Sec. 5.3]	39
Employer Qualified Profit Sharing Contributions (QNECs):	
[Plan Sec. 6.3]	40
In-Service Withdrawals: [Plan Sec. 11.2]	41
L. EMPLOYEE ROLLOVER COMPONENT	42
Employee Rollover Contributions: [Plan Sec. 4.5]	42
In-Service Withdrawals: [Plan Sec. 11.2]	42
M. RETIREMENT, DISABILITY AND HARDSHIP	42
Retirement Age: [Plan Secs. 2.19 and 2.47]	42
Disability: [Plan Sec. 2.18]	42
Hardship: [Plan Sec. 2.33]	43
N. SPECIAL VESTING RULES	43
Vesting Schedule: [Plan Sec. 10.2(e)]	43
Service Disregarded for Vesting: [Plan Sec. 10.2(f)]	43
Special Vesting Events: [Plan Sec. 10.2(b)]	44
Forfeitures: [Plan Sec. 10.2(g)]	44
Vesting Formula for Partially Vested:	
[Plan Sec. 10.2(c) and (g)]	44
Reinstatement upon Return to Service: [Plan Sec. 10.2(h)]	45
Special Vesting Rules for Life Insurance: [Plan Sec. 10.3]	45
O. EMPLOYER SECURITIES	45
Employer Securities: [Plan Sec. 14.15 and 14.16]	45
Voting Provisions: [Plan Secs. 14.15(d) and 14.16]	45
Tender Provisions: [Plan Secs. 14.15(e) and 14.16]	46
In-Kind Distribution Option: [Plan Sec. 12.3(c)]	46

P.	PAYMENT OF BENEFITS.....	47
	Balances Less Than Cash-Out Amount: [Plan Sec. 12.4].....	47
	Balances More Than Cash-Out Amount: [Plan Sec. 12.3(a)]....	47
	Payment Forms: [Plan Secs. 12.3(b) and 12.6].....	48
	Payment Medium: [Plan Sec. 12.3(c)].....	49
	Beneficiary: [Plan Secs. 13.1 and 13.3].....	49
	Minimum Distributions: [Plan Secs. 2.62 and 12.7].....	49
Q.	TOP-HEAVY PROVISIONS.....	51
	Top-Heavy Eligible Participant: [Plan Sec. 17.4(k)].....	51
	Top-Heavy Contribution Requirement: [Plan Sec. 17.1].....	51
	Top-Heavy Vesting Schedule: [Plan Sec. 17.2].....	51
	Coordination With Other Qualified Plans: [Plan Sec. 17.1]..	51
R.	CODE SECTION 415 COORDINATION.....	52
	415 Compensation: [Plan Sec. 18.4(b)].....	52
	Limitation Year: [Plan Sec. 18.4(h)].....	52
	Correction Method: [Plan Sec. 18.1(b)].....	52
	Coordination With Other Plans: [Plan Sec. 18.2 and 18.3]...	53
S.	SPECIAL TESTING RULES.....	53
	Highly Compensated Employees: [Plan Sec. 2.35].....	53
	ADP/ACP Testing Method: [Plan Sec. 19.2 and 19.3].....	54
	Other Elections Regarding ADP/ACP Testing:	
	[Plan Sec. 19.2, 19.3 and 19.4].....	54
	Gain or Loss on Excess Contributions: [Plan Sec. 19.1(d),	
	19.2(d) and 19.3(d)].....	55
T.	SPECIAL EFFECTIVE DATE RULES.....	55
U.	FROZEN CONTRIBUTIONS ACCOUNTS.....	56
V.	OTHER INFORMATION FOR THE PARTICIPATING EMPLOYERS.....	56
W.	SPONSOR OF THE PROTOTYPE.....	57
X.	RELIANCE ON IRS OPINION LETTER.....	58
Y.	LEAD EMPLOYER SIGNATURE.....	58
Z.	TRUSTEE OR CUSTODIAN SIGNATURE.....	59

SCUDDER
INVESTMENTS

SCUDDER TRUST COMPANY
PROTOTYPE DEFINED CONTRIBUTION PLAN

FULL-FLEX PROFIT SHARING PLAN (With 401(k) Option)
Non-Standardized (003)

ADOPTION AGREEMENT

A. PREAMBLE

A.1. BY THIS AGREEMENT, THE LEAD EMPLOYER HEREBY ... [CHECK ONE]:

a. adopts a new profit sharing plan as of ... [complete]:

1. Original Effective Date: ___ [month day, year].

b. amends/restates its existing profit sharing plan effective as of ... [complete 1. and 2.]:

1. Amendment Effective Date: January 1, 2003 [month day, year].

2. Original Effective Date: January 1, 1989 [month day, year]. [NOTE: INSERT THE ORIGINAL EFFECTIVE DATE OF THIS PLAN, WHETHER AS THIS PROTOTYPE, ANOTHER PROTOTYPE, OR IN ANY OTHER FORM. IF TWO OR MORE PLANS HAVE BEEN MERGED OR CONSOLIDATED, INSERT THE ORIGINAL EFFECTIVE DATE OF THE PLAN SHOWN AS THE SURVIVING PLAN FOR GOVERNMENT FILING PURPOSES (E.G., FORM 5500).]

B. LEAD AND PARTICIPATING EMPLOYER INFORMATION

LEAD EMPLOYER:
[PLAN SEC. 2.40]

B.1. Lead Employer Name: Range Resources Corporation.

B.2. Lead Employer EIN: 34-1312571.

PARTICIPATING EMPLOYERS:
[PLAN SECS. 2.50 AND 15.1]

B.3. The Participating Employers are the ... [check each that applies]: [NOTE: IF THERE ARE MORE THAN THREE PARTICIPATING EMPLOYERS, ATTACH THE PARTICIPATING EMPLOYER ADDENDUM.]

a. Lead Employer.

b. following Controlled Group Members ... [complete]:

1. Participating Employer:

Name: ____.
Employer EIN: ____.

2. Participating Employer:

Name: ____.
Employer EIN: ____.

3. Participating Employer:

Name: ____.
Employer EIN: ____.

[NOTE: A CONTROLLED GROUP MEMBER WILL IMMEDIATELY CEASE TO BE A PARTICIPATING EMPLOYER AS OF THE DATE IT CEASES TO BE A CONTROLLED GROUP MEMBER.]

C. PLAN INFORMATION

PLAN:
[PLAN SEC. 1.1]

C.1. Plan Name: Range Resources Corporation 401(k) Plan.

C.2. Plan Number: 002. [NOTE: THIS IS THE THREE-DIGIT IDENTIFYING NUMBER (E.G., 001) THAT THE EMPLOYER ASSIGNS FOR GOVERNMENT FILING PURPOSES (E.G., FORM 5500).]

PLAN YEAR:

C.3. The Plan Year is the twelve-consecutive-month period ending each December 31

[PLAN SEC. 2.58]

[month day] [check each that applies]:

- a. [] The first Plan Year is a short year that began on the Original Effective Date and ended ___ [month day, year].
- b. [] The Plan Year has been amended. The last Plan Year before the amendment ended ___ [month day, year], and the short Plan Year resulting from the amendment began the next day and ended ___ [month day, year].

PLAN ADMINISTRATOR:
[PLAN SECS. 2.54 AND 14.1]

C.4. The Plan Administrator is the ... [check one]:

- a. [X] Lead Employer. [NOTE: THE LEAD EMPLOYER MAY DELEGATE ADMINISTRATIVE AUTHORITY TO AN INDIVIDUAL OR COMMITTEE.]
- b. [] following individual or entity ... [complete]:
Name: ____.
- c. [] following committee of individuals ... [check one]: [NOTE: EITHER THE NAME OF THE COMMITTEE OR THE INDIVIDUAL COMMITTEE MEMBERS MUST BE SPECIFIED.]
 - 1. [] Name of committee: ____.
 - 2. [] Committee members ... [complete]:

Name: ____.
 Name: ____.
 Name: ____.
 Name: ____.
 Name: ____.
 Name: ____.
 Name: ____.

FUNDING VEHICLE:
[PLAN SECS. 1.3 AND 2.32]

C.5. The Funding Vehicle(s) for the Plan include ... [check each that applies]:

- a. [X] a Trust Fund with ... [check each that applies]:
 - 1. [] individual trustee(s). [NOTE: INDIVIDUAL TRUSTEE(S) MAY SERVE ON A DISCRETIONARY OR DIRECTED BASIS PURSUANT TO THE TRUST AGREEMENT.]
 - 2. [X] a financial organization serving pursuant to the Trust Agreement ... [check one]:
 - a. [X] for a Directed Trustee.
 - b. [] with a Discretionary Trustee Option.
- b. [] a Custodial Account. [NOTE: THIS OPTION IS APPROPRIATE ONLY FOR A PLAN MAINTAINED BY AN UNINCORPORATED BUSINESS AND THAT COVERS SELF-EMPLOYED INDIVIDUALS. ALSO, THE CUSTODIAN MUST BE A BANK OR OTHER ORGANIZATION AUTHORIZED TO ACT AS A CUSTODIAN WITH RESPECT TO QUALIFIED PLANS.]
- c. [] Annuity Funding Contract(s).

CONTROLLING LAW STATE:
[PLAN SEC. 1.4]

C.6. The Plan will be construed and administered in accordance with the laws of the State or Commonwealth of New Hampshire to the extent that such laws are not preempted by the laws of the United States of America.

D. ELIGIBILITY AND SERVICE REQUIREMENTS

EXCLUDED EMPLOYMENT CATEGORIES: D.1.
[PLAN SEC. 2.14(a)]

Covered Employment does not include employment as ... [check each of a. through l. that applies, or check m. or n.]: [NOTE: COVERED EMPLOYMENT ONLY INCLUDES EMPLOYMENT WITH A PARTICIPATING EMPLOYER. HOWEVER, IT DOES NOT INCLUDE EMPLOYMENT AS A COLLECTIVE BARGAINING EMPLOYEE UNLESS THE COLLECTIVE BARGAINING AGREEMENT PROVIDES FOR PARTICIPATION IN THE PLAN UNDER THE TERMS SET FORTH IN THIS ADOPTION AGREEMENT.]

- a. a non-resident alien who receives no earned income (within the meaning of Code Section 911(d)(2)) from a Participating Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)), or who receives such earned income but it is all exempt from income tax in the United States under the terms of an income tax convention.
- b. a Highly Compensated Employee.

[NOTE: EXCLUDING ANY OF THE FOLLOWING CATEGORIES MAY RESULT IN FAILURE TO SATISFY THE COVERAGE REQUIREMENTS OF CODE SECTION 410(b).]

- c. a Key Employee.
- d. a Leased Employee.
- e. a Self-Employed Individual (that is, a sole proprietor or partner with respect to a Participating Employer).
- f. a salaried Employee.
- g. an hourly-wage Employee.
- h. an Employee paid primarily on a commission basis.
- i. an Employee working outside the United States.
- j. a citizen or resident of a foreign country, except those who work in the United States under the following VISA or NAFTA categories ... [check one]:

- 1. All categories are excluded except as expressly required by United States Immigration Law.
- 2. The following categories are included [specify]: ____.

- k. an Employee in any of the following units or locations [specify]: ____ [NOTE: TO EXCLUDE ALL EMPLOYEES OF A CONTROLLED GROUP MEMBER, DO NOT DESIGNATE THAT CONTROLLED GROUP MEMBER AS A PARTICIPATING EMPLOYER.]
- l. other [specify]: Temporary employees, Reclassified employees.

Collective
Bargaining Only Plan

- m. The Plan is exclusively a collective bargaining plan - thus, the only Employees in Covered Employment are those Collective Bargaining Employees who are covered by the following collective bargaining agreement(s) that provides for participation in the Plan ... [complete]: [NOTE: ALL OTHER EMPLOYEES ARE EXCLUDED FROM ALL COMPONENTS.]
 - 1. ____.
 - 2. ____.
 - 3. ____.
 - 4. ____.
 - 5. ____.

Prevailing Wage Only
Plan

- n. The Plan is exclusively a "prevailing wage" plan - thus, the only Employees in Covered Employment are those who are employed on prevailing wage projects specified in J.8.f. or on the Prevailing Wage Addendum. [NOTE: ALL OTHER EMPLOYEES ARE EXCLUDED FROM ALL COMPONENTS.]

D.2. Covered Employment ... [check one]:

- a. does not include employment during the transition period following a stock or asset acquisition described in Code Section 410(b)(6)(C) ... [check if applicable]:

1. subject to the following exceptions [complete]: [NOTE: FOR EACH LISTED ACQUISITION, EMPLOYMENT BECOMES COVERED EMPLOYMENT AS OF THE EFFECTIVE DATE LISTED FOR THAT ACQUISITION (UNLESS THE EMPLOYMENT IS EXCLUDED UNDER D.1.).]

Acquisition: ____.
Effective Date: ____.

Acquisition: ____.
Effective Date: ____.

Acquisition: ____.
Effective Date: ____.

b. includes employment during the transition period following a stock or asset acquisition described in Code Section 410(b)(6)(C) (unless the employment is excluded under D.1.).

[NOTE: THIS PROVISION APPLIES ONLY TO AN INDIVIDUAL WHO BECOMES AN EMPLOYEE AS A RESULT OF THE ACQUISITION. THE "TRANSITION PERIOD" BEGINS ON THE DATE OF SUCH ACQUISITION AND ENDS ON THE LAST DAY OF THE FIRST PLAN YEAR BEGINNING AFTER THE DATE OF SUCH ACQUISITION (OR, IF EARLIER, UPON ANY SIGNIFICANT CHANGE IN COVERAGE OF THE PLAN OTHER THAN AS A RESULT OF SUBSEQUENT ACQUISITION).]

AGE AND SERVICE REQUIREMENTS:
[PLAN SEC. 3.1(a)]

D.3. The age requirement for participation will be determined separately for each Component, as specified in F.2., G.2., H.2., I.3. and J.3.

D.4. The service requirement for participation will be determined separately for each Component, as specified in F.3., G.2., H.2., I.4. and J.4.

ENTRY:
[PLAN SECS. 2.27 AND 3.1(a)]

D.5. An Employee in Covered Employment will become an Active Participant in a Component on the Entry Date that coincides with or next follows the date he/she satisfies the age and service requirements for such Component, except as otherwise provided in J.5. with respect to the Employer Regular Profit Sharing Component.

D.6. The Entry Dates will be determined separately for each Component, as specified in F.5., G.2., H.2., I.6. and J.6.

HOURS OF SERVICE:
[PLAN SEC. 2.64]

D.7. An Employee for whom a record of actual hours is not maintained or available (e.g., salaried employees) will be credited with ... [check one]:

[COMPLETE IF HOURS ARE USED FOR ANY PURPOSE - E.G., ELIGIBILITY, VESTING OR ALLOCATIONS]

- a. 190 Hours of Service for each month
- b. 95 Hours of Service for each semi-monthly payroll period
- c. 45 Hours of Service for each week
- d. 10 Hours of Service for each day

... in which he/she has one or more Hours of Service.

D.8. An Employee for whom a record of actual hours is maintained and available will be credited with ... [check one]:

- a. actual Hours of Service.
- b. the same equivalency as specified in D.7.

METHOD TO DETERMINE SERVICE FOR ELIGIBILITY PURPOSES:
[PLAN SEC. 2.64]

D.9. Service will be determined for eligibility purposes using the ... [check one]:

a. hour count method ... [complete as necessary] [NOTE: THIS OPTION SHOULD BE ELECTED IF THE HOUR COUNT METHOD IS USED TO DETERMINE SERVICE UNDER ANY COMPONENT.]

[COMPLETE ONLY IF A SERVICE REQUIREMENT IS IMPOSED ON PARTICIPATION IN ONE OR MORE COMPONENTS]

- 1. An Employee must complete at least ____ [1,000 or less] Hours of Service during an eligibility computation period for it to count as a year of Service.

2. The eligibility computation period is the twelve-consecutive-month period beginning on the Service Commencement Date and each ... [check one]:
 - a. Plan Year beginning after the Service Commencement Date.
 - b. anniversary of the Service Commencement Date.
3. An Employee will have satisfied the service requirement as of the ... [check one]:
 - a. end of the eligibility computation period during which
 - b. date during the eligibility computation period as of which ... he/she has completed the required Hours of Service.
4. The hour count method applies to ... [check one]:
 - a. all Employees.
 - b. Employees who are ... [check each that applies]:
 1. classified as "full-time"
 2. classified as "part-time"
 3. classified as "temporary" or "seasonal"
 4. paid on an hourly-wage basis
 5. paid on a salaried basis
 6. employed with the following Participating Employers [specify]: _____,

... and the elapsed time method applies to all other Employees.

b. elapsed time method.

METHOD TO DETERMINE SERVICE FOR VESTING PURPOSES:
[PLAN SEC. 2.64]

D.10. Service will be determined for vesting purposes using the ... [check one]:

a. hour count method ... [complete as necessary]

1. An Employee must complete at least 1000 [1,000 or less] Hours of Service during a vesting computation period for it to count as a year of Service.
2. The vesting computation period is the ... [check one of a. through c., and check d. if it applies]:
 - a. Plan Year.
 - b. twelve-consecutive-month period ending each ____ [month day].
 - c. twelve-consecutive-month period beginning on the Service Commencement Date and each anniversary of the Service Commencement Date.

[check d. if the vesting computation period has been amended]

d. The vesting computation period has been amended. The last vesting computation period before the amendment ended ____ [month day, year], the special vesting computation period resulting from the amendment began ____ [month day, year] and ended ____ [month day, year], and the vesting computation period after the amendment is specified above beginning ____ [month day, year]. [NOTE: THE SPECIAL VESTING COMPUTATION PERIOD MUST BE TWELVE MONTHS IN LENGTH.]

3. A Break in Service will occur if the Employee has 500 [500 or less] or fewer Hours of Service during a vesting computation period.
4. The hour count method applies to ... [check one]:

- a. all Participants.
- b. Participants who are ... [check each that applies]:
 - 1. classified as "full-time"
 - 2. classified as "part-time"
 - 3. classified as "temporary" or "seasonal"
 - 4. paid on an hourly-wage basis
 - 5. paid on a salaried basis
 - 6. employed with the following Participating Employers [specify]: _____,

... and the elapsed time method applies to all other Participants, with Service calculated based on completed years of Service (disregarding fractional years).

- b. elapsed time method, with Service for vesting purposes being calculated at Termination of Service based on ... [check one]:
 - 1. completed years of Service (disregarding fractional years).
 - 2. completed and fractional years of Service, with fractional years calculated based on completed ... [check one]:
 - a. days (365 completed days equals one year).
 - b. months (12 completed months equals one year).

BREAK IN SERVICE RULES FOR ELIGIBILITY AND VESTING: [PLAN SECS. 2.8, 3.3 AND 10.2(m)]

- D.11. Service prior to a Break in Service of one year or more ... [check one]:
 - a. will be taken into account for eligibility and vesting purposes immediately upon a subsequent return to employment under all Components (unless disregarded under D.12.).
 - b. will not be taken into account for eligibility or vesting purposes under the ... [check each that applies]:
 - 1. Employer Regular Matching Component
 - 2. Employer Regular Profit Sharing Component

... until the Employee completes one year of Service after the Break in Service (in which case Service will be retroactively restored to the Employee). However, such Service will be taken into account immediately upon a subsequent return to employment under each other Component (unless otherwise disregarded under D.12). [NOTE: USE OF THIS OPTION b. MAY REQUIRE THAT RETROACTIVE EMPLOYER REGULAR MATCHING OR REGULAR PROFIT SHARING CONTRIBUTIONS BE MADE ON BEHALF OF THE PARTICIPANT.]

- D.12. In the case of a Participant who had no vested interest in his/her Account prior to a period of five or more consecutive one-year Breaks in Service (other than a vested interest in an Employee After-Tax, Deductible, Forfeiture Restoration or Rollover Contribution Account), Service prior to such period ... [check one]:
 - a. will not
 - b. will

... be taken into account for eligibility or vesting purposes after a subsequent return to employment. [NOTE: IN ALL OTHER CASES AND FOR ALL PARTICIPANTS WITH A VESTED INTEREST IN THEIR ACCOUNTS, SERVICE PRIOR TO A BREAK IN SERVICE WILL BE COUNTED AFTER A SUBSEQUENT RETURN TO EMPLOYMENT (SUBJECT TO ANY RESTRICTIONS SPECIFIED IN D.11).]

PREDECESSOR EMPLOYER CREDIT: [PLAN SECS. 2.59 AND 2.64(c)]

- D.13. Employment with the following Predecessor Employer(s) which did not maintain the Plan ... [complete as appropriate]: [NOTE: CODE SECTION 414(a) REQUIRES THAT SERVICE WITH A PREDECESSOR EMPLOYER BE TAKEN INTO ACCOUNT IF A PLAN OF THE PREDECESSOR EMPLOYER IS MAINTAINED BY A CONTROLLED GROUP MEMBER. THE SERVICE CREDIT UNDER THIS D.13. IS IN ADDITION TO THAT REQUIRED UNDER CODE SECTION 414(a).] [NOTE: IF THERE IS MORE THAN ONE PREDECESSOR EMPLOYER, ATTACH THE PREDECESSOR EMPLOYER ADDENDUM.]

Name: Range Energy Ventures Corporation.

Employer Identification Number: 76-0520793.

... counts as Service for ... [check each that applies]:

1. eligibility purposes, with Service with the Predecessor Employer calculated based on ... [check one]:

a. Hours of Service from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]: ____.

b. elapsed time from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]: ____.

2. vesting purposes, with Service with the Predecessor Employer calculated based on ... [check one]:

a. Hours of Service from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]: ____.

b. elapsed time from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]: ____.

However, prior service credit for vesting purposes will be limited to ____ years. [complete if desired.]

3. determining whether the Participant is entitled to share in the Employer Regular Matching or Regular Profit Sharing Contribution. For such Participant, the compensation paid by the Predecessor Employer ... [check one]:

- a. is not
- b. is

... counted as Plan Compensation for purposes of determining or allocating the Employer Regular Matching or Regular Profit Sharing Contribution for the first year of participation under this Plan.

WAIVER OF ENTRY REQUIREMENTS:
[PLAN SEC. 3.1(f)]

D.14. An Employee in Covered Employment ... [check one]:

a. must always satisfy the age and/or service requirements to become an Active Participant.

b. will become an Active Participant on the ... [check one]:

1. Original Effective Date
2. following date: ____ [month day, year]

... even if he/she has not satisfied the ... [check each that applies]:

3. age
4. service

... requirement for participation in the Component.

This age and/or service waiver applies with respect to ... [check 5., or check each of 6. through 8. that applies]:

- 5. all Components.
- 6. the Employee Pre-Tax Component (and those Components with eligibility and entry tied to such Component).
- 7. the Employer Regular Matching Component.
- 8. the Employer Regular Profit Sharing Component.

[NOTE: THE WAIVER ALSO APPLIES WITH RESPECT TO THE EMPLOYEE AFTER-TAX COMPONENT, IF ANY, IF ELIGIBILITY AND ENTRY IS TIED TO THAT COMPONENT UNDER G.2.]

ELECTION NOT TO PARTICIPATE:
[PLAN SEC. 3.5]

D.15. May an Employee elect not to participate in the Plan? [check one]:

- a. No. [Skip to Section E.]
- b. Yes ... [check one]: [NOTE: THIS OPTION MAY RESULT IN FAILURE TO SATISFY THE COVERAGE REQUIREMENTS OF CODE SECTION 410(b) UNLESS IT IS LIMITED TO HIGHLY COMPENSATED EMPLOYEES.]

1. if he/she has a religious objection to participation in the Plan.

2. for any reason ... [check if applicable]:

a. but only if he/she is a Highly Compensated Employee.

E. PLAN COMPENSATION

[NOTE: PLAN COMPENSATION WILL BE USED FOR NONDISCRIMINATION TESTING UNLESS THE PLAN ADMINISTRATOR EXPRESSLY DIRECTS THAT A DIFFERENT DEFINITION OF COMPENSATION BE USED FOR SUCH TESTING FOR A PARTICULAR PLAN YEAR. TESTING COMPENSATION MAY BE USED TO DETERMINE AN EMPLOYER QUALIFIED PROFIT SHARING CONTRIBUTION IF SO ELECTED IN K.5. NOTWITHSTANDING THE ELECTIONS IN THIS ITEM E.]

PLAN COMPENSATION:
[PLAN SEC. 2.56]

E.1. Plan Compensation means ... [check one]:

- a. earnings required to be reported in the Wages, Tips and Other Compensation box of Form W-2.
- b. earnings for purposes of Code Section 415(c)(3).
- c. earnings for purposes of federal income tax withholding.

[NOTE: UNLESS SPECIFICALLY EXCLUDED BELOW, PLAN COMPENSATION INCLUDES EMPLOYEE PRE-TAX CONTRIBUTIONS, OTHER ELECTIVE DEFERRALS AND AMOUNTS THAT ARE EXCLUDED FROM INCOME UNDER CODE SECTION 125.]

E.2. Plan Compensation does not include ... [check each that applies]:

	With respect to the Employer Safe-Harbor, Regular or Qualified Matching Component -----	With respect to the Employer Safe-Harbor, Regular or Qualified* Profit Sharing Component -----	
a.	<input type="checkbox"/>	<input type="checkbox"/>	Employee Pre-Tax Contributions and other Elective Deferrals.
b.	<input type="checkbox"/>	<input type="checkbox"/>	amounts that are excluded from income under Code Section 125 (cafeteria plan).
c.	<input type="checkbox"/>	<input type="checkbox"/>	reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation and welfare benefits.

* EXCEPT AS OTHERWISE ELECTED IN K.5. WITH RESPECT TO THE EMPLOYER QUALIFIED PROFIT SHARING COMPONENT.

[NOTE: THE FOLLOWING EXCLUSIONS (d. THROUGH k.) DO NOT APPLY FOR PURPOSES OF THE EMPLOYER SAFE-HARBOR MATCHING OR SAFE-HARBOR PROFIT SHARING COMPONENT. [NOTE: EXCLUDING ANY OF THE FOLLOWING ITEMS WILL REQUIRE THE DEFINITION OF PLAN COMPENSATION TO BE TESTED FOR DISCRIMINATION UNDER CODE SECTION 414(s).]

d.	<input type="checkbox"/>	<input type="checkbox"/>	amounts in excess of \$____. [NOTE: THE AMOUNT THAT MAY BE TAKEN INTO ACCOUNT FOR A PLAN YEAR IS ALREADY LIMITED UNDER CODE SECTION 401(a)(17). INCLUDE AN AMOUNT HERE ONLY IF A LIMIT LESS THAN THE OTHERWISE APPLICABLE LIMIT IS INTENDED.]
e.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	severance pay paid at or prior to Termination of Service. [NOTE: SEVERANCE PAY OR OTHER AMOUNTS PAID AFTER TERMINATION OF SERVICE ARE AUTOMATICALLY EXCLUDED.]
f.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	bonuses.
g.	<input type="checkbox"/>	<input type="checkbox"/>	commissions.
h.	<input type="checkbox"/>	<input type="checkbox"/>	overtime. [NOTE: EXCLUDING OVERTIME PAYMENTS WITH RESPECT TO CERTAIN CONTRIBUTION TYPES MAY RAISE ISSUES UNDER FEDERAL AND/OR STATE WAGE AND HOUR LAWS.]
i.	<input type="checkbox"/>	<input type="checkbox"/>	amounts paid in any form other than cash.
j.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	amounts contributed under the following incentive, bonus or equity plan(s) [specify]: stock bonus; moving allowance, stock purchase plan, ISO Exercise, Note Receivable, Deferred Stock Bonus.

[NOTE: AMOUNTS PAID AFTER AN EMPLOYEE CEASES TO BE AN ACTIVE PARTICIPANT IN ANY COMPONENT ARE AUTOMATICALLY EXCLUDED FROM PLAN COMPENSATION FOR THAT COMPONENT.]

PLAN COMPENSATION FOR THE PLAN YEAR:
[PLAN SEC. 2.57]

[COMPLETE ONLY IF THE PLAN INCLUDES AN EMPLOYER REGULAR MATCHING OR REGULAR PROFIT SHARING COMPONENT]

E.3. Plan Compensation for the Plan Year means the Plan Compensation paid within the Plan Year ... [check if applicable]:

a. except for purposes of the ... [check each that applies]:

1. Employer Regular Matching Component,
2. Employer Regular Profit Sharing Component,

... where Plan Compensation for the Plan Year means Plan Compensation paid within the twelve-consecutive-month period that ends each _____ [month day] within the Plan Year.

In the case of a Participant hired during such twelve-consecutive-month period, Plan Compensation for the Plan Year means Plan Compensation paid within ... [check one]:

3. such twelve-consecutive-month period.
4. the Plan Year.

E.4. Plan Compensation for the Plan Year does not include amounts paid prior to the Entry Date ... [check if applicable]:

a. except for purposes of the ... [check one or both of 1. and 2., or check 3.]

1. Employer Regular Matching Component,
2. Employer Regular Profit Sharing Component,
3. Employer Contribution Components (Employer Safe-Harbor, Regular and Qualified Matching Components, and Employer Safe-Harbor, Regular and Qualified Profit Sharing Components, as applicable)

... where Plan Compensation for the Plan Year includes amounts paid during the determination period in E.3., but prior to the Entry Date.

IMPUTED EARNINGS WHILE DISABLED:
[PLAN SEC. 2.56(e)]

[COMPLETE ONLY IF THE PLAN INCLUDES AN EMPLOYER REGULAR PROFIT SHARING COMPONENT]

E.5. Plan Compensation ... [check one]:

- a. will not
- b. will

... be imputed to a Participant during periods of total disability (as defined in Code Section 22(e)(3)) for purposes of determining or allocating Employer Regular Profit Sharing Contributions.

F. EMPLOYEE PRE-TAX COMPONENT

EMPLOYEE PRE-TAX CONTRIBUTIONS:
[PLAN SEC. 4.1]

F.1. Employee Pre-Tax Contributions ... [check one]:

- a. will not [Skip to Section G.]
- b. will

... be allowed under the Plan.

AGE AND SERVICE REQUIREMENTS:
[PLAN SEC. 3.1(a)]

F.2. For an Employee to participate in the Employee Pre-Tax Component, he/she must have attained age ... [check one]:

- a. 18 [21 or less].
- b. N/A - there is no age requirement.

F.3. For an Employee to participate in the Employee Pre-Tax Component, he/she must have completed ... [check one]:

- a. one year of Service (determined under D.9.).
- b. _____ [12 or less] months of Service determined using the elapsed time method (irrespective of the election in D.9.).
- c. N/A - there is no service requirement.

ENTRY:
[PLAN SECS. 2.27 AND 3.1(a)]

F.4. An Employee in Covered Employment will become an Active Participant in the Employee Pre-Tax Component on the Entry Date that coincides with or next follows the date he/she satisfies the age and service requirements for such Component.

F.5. The Entry Dates for the Employee Pre-Tax Component are the ... [check one]:

- a. first day of each Plan Year and the first day of the seventh month of each Plan Year.
- b. first day of each quarter of each Plan Year.
- c. first day of each month.
- d. first day of each payroll period.
- e. day on which the age and service requirements are satisfied.
- f. first day of each Plan Year. [NOTE: THIS OPTION IS PERMITTED ONLY IF (i) THERE IS NO AGE REQUIREMENT OR THE AGE REQUIREMENT SPECIFIED IN F.2.a. DOES NOT EXCEED 20 1/2, AND (ii) THERE IS NO SERVICE REQUIREMENT OR THE SERVICE REQUIREMENT SPECIFIED IN F.3.b. OR c. DOES NOT EXCEED 6 MONTHS.]
- g. other [specify]: _____. [NOTE: THE ENTRY DATES SPECIFIED MUST BE AT LEAST AS FAVORABLE AS ONE OF THE CHOICES IN a. - f.]

PAY REDUCTION CONTRIBUTIONS
- - MINIMUMS/MAXIMUMS:
[PLAN SEC. 4.1(a)]

F.6. Employee Pre-Tax Contributions are permitted by means of pay reduction in any whole ... [check one or both of a. and b., and check c. if it applies]:

- a. percentage, subject to the following minimum and maximum per payroll period ... [check each of 1. and 2. that applies, or check 3.]:
 - 1. Minimum: 1% of Plan Compensation.
 - 2. Maximum [complete]:
 - a. 50% of Plan Compensation with respect to any Non-Highly Compensated Employee, and
 - b. 50% [not to exceed the percentage in a.] of Plan Compensation with respect to any Highly Compensated Employee.
 - 3. such minimum and maximum as the Lead Employer may specify in written action taken prior to the first day of the Plan Year.
- b. dollar amount, subject to the following minimum and maximum per payroll period ... [check each of 1. and 2. that applies, or check 3.]:
 - 1. Minimum ... [check one]:
 - a. \$ ____.
 - b. _____% of Plan Compensation.
 - 2. Maximum: \$ ____.
 - 3. such minimum and maximum as the Lead Employer may specify in written action taken prior to the first day of the Plan Year.

[check c. only if an annual maximum is desired that is less than the limit under Code Section 402(g)].

- c. provided that the aggregate Employee Pre-Tax Contributions of a Participant for the Plan Year may not exceed ... [check one]:
 - 1. \$ ____.
 - 2. _____% of Plan Compensation for the Plan Year.

- 3. the lesser of \$_____ or _____% of Plan Compensation for the Plan Year.
- 4. such maximum as the Lead Employer may specify in written action taken prior to the first day of the Plan Year.

[NOTE: EMPLOYEE PRE-TAX CONTRIBUTIONS ARE LIMITED BY CODE SECTION 402(g).]

[NOTE: IF THE PLAN PROVIDES FOR EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTIONS, THE MAXIMUM UNDER a., b. AND c., ABOVE, FOR A NON-HIGHLY COMPENSATED EMPLOYEE MUST BE AT LEAST SUFFICIENT TO ALLOW THE PARTICIPANT TO RECEIVE THE MAXIMUM EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTION.]

Catch-Up Election

F.7. If a Participant has contributed less than the maximum amount for prior payroll periods within the Plan Year, he/she ... [check one]:

- a. may not
- b. may ... [check one]:
 - 1. at any time
 - 2. at any time during the final month of the Plan Year
 - 3. at any time during the final quarter of the Plan Year
 - 4. at any time during the Plan Year in which the Employee Pre-Tax Component becomes effective (but not later Plan Years)

... increase his/her pay reductions above the maximum in subsequent payroll periods to account for no prior pay reductions, or pay reductions at less than the maximum. [NOTE: IN SUCH CASE, THE TOTAL PAY REDUCTIONS FOR THE PLAN YEAR MAY NOT EXCEED THE MAXIMUM(S) SPECIFIED ABOVE APPLIED BY REFERENCE TO PLAN COMPENSATION FOR THE PLAN YEAR.]

Automatic Enrollment

F.8. Upon initial entry into the Employee Pre-Tax Component, a Participant will be deemed to have elected a pay reduction of ... [check one]: [NOTE: SOME STATE LAWS MAY PROHIBIT OR LIMIT AUTOMATIC ENROLLMENTS.]

- a. N/A - the automatic enrollment provision does not apply.
- b. _____% [5% or less] of Plan Compensation per payroll period unless he/she affirmatively elects a different percentage or amount or elects not to receive Employee Pre-Tax Contributions.

Special Effective Date [complete if desired]:
This provision will be effective as of _____ [month day, year] with respect to individuals who become ... [check one of 1. or 2., and check 3. if it applies]

- 1. Employees
- 2. Active Participants in the Employee Pre-Tax Component

... on or after that date....

- 3. This provision will also apply effective as of that date to each then current Active Participant in the Employee Pre-Tax Component who ... [check one]:
 - a. does not then have a pay reduction agreement in effect ... [check if applicable]:
 - 1. and who has not revoked such an agreement in the last _____ [specify number] months.
 - b. does not then have a pay reduction agreement in effect, or who has a pay reduction agreement in effect of less than the automatic enrollment percentage above.

PAY REDUCTION AGREEMENTS:
[PLAN SEC. 4.1(a)]

F.9. The initial pay reduction agreement made by a Participant may be effective as soon as administratively practicable after his/her initial Entry Date. Thereafter, if a Participant does not have a pay reduction agreement in effect (because he/she has not previously filed one, or because it has been revoked), a pay reduction agreement may be effective

as soon as administratively practicable on or after ... [check one]:

- a. any Entry Date.
- b. the first day of any Plan Year or the first day of the seventh month of any Plan Year.
- c. the first day of any Plan Year.
- d. the first day of any quarter of any Plan Year.
- e. the first day of any month.
- f. the date the election is made.

F.10. A pay reduction agreement may be modified effective as soon as administratively practicable on or after ... [check one]:

- a. any Entry Date.
- b. the first day of any Plan Year or the first day of the seventh month of any Plan Year.
- c. the first day of any Plan Year.
- d. the first day of any quarter of any Plan Year.
- e. the first day of any month.
- f. the date the election is made.

F.11. A pay reduction agreement may be revoked effective as soon as administratively practicable on or after ... [check one]:

- a. any Entry Date.
- b. the first day of any Plan Year or the first day of the seventh month of any Plan Year.
- c. the first day of any Plan Year.
- d. the first day of any quarter of any Plan Year.
- e. the first day of any month.
- f. the date the election is made.

CASH OR DEFERRED CONTRIBUTIONS:
[PLAN SEC. 4.1(c)]

F.12. A cash or deferred option is available with respect to ... [check one]: [NOTE: IF A CASH OR DEFERRED OPTION IS AVAILABLE WITH RESPECT TO AN ITEM OF COMPENSATION, A GENERAL PAY REDUCTION AGREEMENT WILL NOT APPLY TO THAT ITEM.]

- a. N/A - a cash or deferred option is not available. [Skip to F.15.]
- b. bonuses paid during the Plan Year and designated as eligible for this option by the Lead Employer.
- c. payments in lieu of a cash distribution of accrued but unused vacation time.
- d. employer credits under a cafeteria plan that are otherwise made available under such plan as a cash distribution to the Participant.
- e. the following incentive, bonus or equity plan(s) [specify]: _____.

F.13. The contributions made pursuant to this cash or deferred option may not exceed ... [check one]:

- a. _____% of the designated payments subject to the cash or deferred option.
- b. \$_____ per Plan Year.

F.14. The contributions made pursuant to this cash or deferred option ... [check one]:

- a. are
- b. are not

... eligible for Employer Regular Matching Contributions. [NOTE: IF THE PLAN PROVIDES FOR EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTIONS, THE CONTRIBUTIONS MADE PURSUANT TO THIS CASH OR DEFERRED OPTION ARE ELIGIBLE FOR SUCH EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTIONS.]

IN-SERVICE WITHDRAWALS:
[PLAN SEC. 11.2]

F.15. Withdrawals are allowed from Employee Pre-Tax Contribution Accounts ... [check a., or check each of b. and c. that applies]:

- a. N/A - in-service withdrawals are not allowed.
- b. for any reason after ... [check one]:
 - 1. Normal Retirement Age (or age 59 1/2, if later).
 - 2. age 59 1/2.
 - 3. age _____ [60 or more].
- c. at any age on account of Hardship.

G. EMPLOYEE AFTER-TAX COMPONENT

EMPLOYEE AFTER-TAX CONTRIBUTIONS:
[PLAN SEC. 4.2]

G.1. Employee After-Tax Contributions ... [check one]:

- a. will not [Skip to Section H.]
- b. will

... be allowed under the Plan.

AGE AND SERVICE REQUIREMENTS/ENTRY:
[PLAN SECS. 2.27 AND 3.1(a)]

G.2. The eligibility and entry requirements for the Employee After-Tax Component are the same as for the ... [check one]:

- a. Employee Pre-Tax Component.
- b. Employer Regular Matching Component.
- c. Employer Regular Profit Sharing Component.

PAYROLL WITHHOLDING CONTRIBUTIONS:
[PLAN SEC. 4.2(a)]

G.3. Employee After-Tax Contributions ... [check one]:

- a. will not be allowed by means of payroll withholding.
- b. will be allowed by means of payroll withholding in any whole ... [check one or both of 1. and 2., and check 3. if it applies]:
 - 1. percentage, subject to the following minimum and maximum per payroll period ... [check each of a. and b. that applies, or check c.]:
 - a. Minimum: _____% of Plan Compensation.
 - b. Maximum [complete 1., and complete 2. if it applies]:
 - 1. Maximum ... [complete]:
 - a. _____% of Plan Compensation with respect to any Non-Highly Compensated Employee, and
 - b. _____% [not to exceed the percentage in a.] of Plan Compensation with respect to any Highly Compensated Employee.
 - 2. Combined Maximum [complete if desired]: The Employee Pre-Tax and After-Tax Contributions of a Participant in combination may not exceed _____% of Plan Compensation per payroll period (other than as a result of a catch-up election under F.7.).

- c. such minimum and maximum as the Lead Employer may specify in written action taken prior to the first day of the Plan Year.
- 2. dollar amount, subject to the following minimum and maximum per payroll period ... [check each a. and b. that applies, or check c.]:
 - a. Minimum ... [check one]:
 - 1. \$_____.
 - 2. _____% of Plan Compensation.
 - b. Maximum [complete 1., and complete 2. if it applies]:
 - 1. Maximum: \$_____.
 - 2. Combined Maximum [complete if desired]: The Employee Pre-Tax and After-Tax Contributions of a Participant in combination may not exceed \$_____ per payroll period (other than as a result of a catch-up election under F.7.).
 - c. such minimum and maximum as the Lead Employer may specify in written action taken prior to the first day of the Plan Year.

[check 3. only if an annual maximum is desired]

- 3. provided that the aggregate Employee After-Tax Contributions of a Participant for the Plan Year may not exceed ... [check one]:
 - a. \$_____.
 - b. _____% of Plan Compensation for the Plan Year.
 - c. the lesser of \$_____ or _____% of Plan Compensation for the Plan Year.
 - d. such maximum as the Lead Employer may specify in written action taken prior to the first day of the Plan Year.

DIRECT CONTRIBUTIONS:
[PLAN SEC. 4.2(c)]

- G.4. Employee After-Tax Contributions ... [check one]:
 - a. will not be allowed by means other than payroll withholding.
 - b. will be allowed by such means (other than payroll withholding) as may be prescribed from time to time by the Lead Employer (e.g., personal checks) ... [check if applicable]:
 - 1. The maximum amount of the Employee After-Tax Contributions allowed in any Plan Year (including by payroll withholding, if allowed) is ... [check one]:
 - a. \$_____.
 - b. _____% of Plan Compensation for the Plan Year.

REQUIRED CONTRIBUTIONS -
THRIFT PLAN:
[PLAN SEC. 4.2(b)]

- G.5. An Active Participant will be required to make Employee After-Tax Contributions equal to ... [check one]:
 - a. N/A - such contributions will not be required.
 - b. _____% of Plan Compensation per payroll period.
 - c. the percentage, not less than _____%, of Plan Compensation per payroll period that is selected by the Participant upon his/her enrollment in the Employee After-Tax Component.

IN-SERVICE WITHDRAWALS:
[PLAN SEC. 11.2]

- G.6. Withdrawals are allowed from Employee After-Tax Contribution Accounts ... [check one]:

- a. N/A - in-service withdrawals are not allowed.
- b. for any reason and at any time ... [check if applicable]:
 - 1. Employee After-Tax Contributions will be suspended for ____ [not more than 12] months after such a withdrawal.
- c. for any reason after ... [check one]:
 - 1. Normal Retirement Age.
 - 2. age 59 1/2.
 - 3. age ____.

H. EMPLOYER SAFE-HARBOR COMPONENT

EMPLOYER SAFE-HARBOR CONTRIBUTIONS: [PLAN SECS. 5.1 AND 6.1]

- H.1. This Plan ... [check one]:
 - a. is not intended to be a Safe-Harbor Plan. [Skip to Section I.]
 - b. is intended to be a Safe-Harbor Plan, and safe-harbor contributions will be made under ... [check one]:
 - 1. this Plan.
 - 2. the following defined contribution plan [specify]: . [Skip to Section I.] [NOTE: THE OTHER PLAN MUST HAVE THE SAME PLAN YEAR AS THIS PLAN.]

[NOTE: EMPLOYEE AFTER-TAX CONTRIBUTIONS (IF ANY) WILL REMAIN SUBJECT TO THE ACTUAL CONTRIBUTION PERCENTAGE TEST OF CODE SECTION 401(m) REGARDLESS OF WHETHER THIS PLAN IS A SAFE-HARBOR PLAN. FURTHER, EMPLOYER SAFE-HARBOR AND REGULAR MATCHING CONTRIBUTIONS WILL REMAIN SUBJECT TO THE ACTUAL CONTRIBUTION PERCENTAGE TEST OF CODE SECTION 401(m) IF ANY SUCH CONTRIBUTION IS MADE BASED ON EMPLOYEE PRE-TAX AND/OR AFTER-TAX CONTRIBUTIONS IN EXCESS OF 6% OF PLAN COMPENSATION OR THE PLAN OTHERWISE FAILS TO SATISFY THE REQUIREMENTS OF CODE SECTION 401(m)(11)(B).]

Special Effective Date [complete if applicable]:
 The designation as a Safe-Harbor Plan is effective as of ____ [month day, year] [no earlier than the first day of the first Plan Year beginning on or after January 1, 1999]. [NOTE: A DESIGNATION AS A SAFE-HARBOR PLAN CAN BE EFFECTIVE ONLY AS OF THE FIRST DAY OF A PLAN YEAR (INCLUDING A SHORT FIRST PLAN YEAR) OR AS OF THE DATE ON WHICH THE EMPLOYEE PRE-TAX COMPONENT IS FIRST EFFECTIVE UNDER THE PLAN. THE ADOPTION AGREEMENT ADDING AN EMPLOYER SAFE-HARBOR MATCHING COMPONENT TO THIS PLAN MUST BE EXECUTED BEFORE THE COMPONENT BECOMES EFFECTIVE. THE ADOPTION AGREEMENT ADDING AN EMPLOYER SAFE-HARBOR PROFIT SHARING COMPONENT TO THIS PLAN MUST BE EXECUTED AT LEAST 30 DAYS BEFORE THE END OF THE PLAN YEAR IN WHICH THE COMPONENT BECOMES EFFECTIVE.]

AGE AND SERVICE REQUIREMENTS: [PLAN SEC. 3.1(a)]

- H.2. For an Employee to participate in the Employer Safe-Harbor Matching or Safe-Harbor Profit Sharing Component, he/she must have ... [check one]:
 - a. attained age 21 and completed one year of Service (determined under D.9.). [NOTE: IF THIS OPTION IS ELECTED, THE PORTION OF THE EMPLOYEE PRE-TAX COMPONENT COVERING PARTICIPANTS WHO HAVE NOT SATISFIED THESE AGE AND SERVICE REQUIREMENTS MUST BE DISAGGREGATED, AND MUST SEPARATELY SATISFY CODE SECTION 410(b) AND THE AVERAGE DEFERRAL PERCENTAGE TEST OF CODE SECTION 401(k).] [NOTE: IF THIS OPTION IS ELECTED, THE ENTRY DATES FOR THE EMPLOYER SAFE-HARBOR MATCHING OR SAFE-HARBOR PROFIT SHARING COMPONENT ARE THE FIRST DAY OF THE PLAN YEAR AND THE FIRST DAY OF THE SEVENTH MONTH OF THE PLAN YEAR.]
 - b. satisfied the same age and service requirements as for the Employee Pre-Tax Component.

EMPLOYER SAFE-HARBOR CONTRIBUTIONS:
[PLAN SEC. 5.1]

H.3. The Employer Safe-Harbor Contribution will be an ... [check one]:

a. Employer Safe-Harbor Matching Contribution made in accordance with ... [check 1. or 2., and complete 3. and 4.]:

1. the following schedule ... [complete schedule]:

Basic Matching Formula

THE EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTION WILL BE:

OF MATCH ELIGIBLE CONTRIBUTIONS*:

A

B

1	100%	of the first:	3%
2	___% [50% or more, but not more than 1A%]	of the next:	2%
3	___% [not more than 2A%]	of the next:	1%
[NOTE: IF THE FOLLOWING ARE USED, THE PLAN WILL SATISFY THE 401(k) SAFE-HARBOR BUT NOT THE 401(m) SAFE-HARBOR.]			
4	___% [not more than 3A%]	of the next:	___%
5	___% [not more than 4A%]	of the next:	___%
6	___% [not more than 5A%]	of the next:	___%

*OF MATCH ELIGIBLE CONTRIBUTIONS (EXPRESSED AS A PERCENTAGE OF PLAN COMPENSATION) FOR PAYROLL PERIODS ENDING WITHIN THE MATCHING CONTRIBUTION PERIOD.

[NOTE: TO SATISFY THE MINIMUM REQUIREMENTS FOR AN EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTION, 2.A. MUST BE COMPLETED.]

2. the following schedule ... [complete schedule]:

Enhanced Matching Formula

THE EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTION WILL BE:

OF MATCH ELIGIBLE CONTRIBUTIONS*:

A

B

1	100%	of the first:	4%
2	___% [not more than 1A%]	of the next:	1%
3	___% [not more than 2A%]	of the next:	1%
[NOTE: IF THE FOLLOWING ARE USED, THE PLAN WILL SATISFY THE 401(k) SAFE-HARBOR BUT NOT THE 401(m) SAFE-HARBOR.]			
4	___% [not more than 3A%]	of the next:	___%
5	___% [not more than 4A%]	of the next:	___%
6	___% [not more than 5A%]	of the next:	___%

*OF MATCH ELIGIBLE CONTRIBUTIONS (EXPRESSED AS A PERCENTAGE OF PLAN COMPENSATION) FOR PAYROLL PERIODS ENDING WITHIN THE MATCHING CONTRIBUTION PERIOD.

[NOTE: TO SATISFY THE MINIMUM REQUIREMENTS FOR AN EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTION, NO ITEMS NEED TO BE COMPLETED.]

3. The Match Eligible Contributions are the Employee Pre-Tax Contributions ... [check if applicable]:
- a. and Employee After-Tax Contributions.
4. The Matching Contribution Period is ... [check one]:
- a. each Plan Year.
b. each payroll period.
c. each month.
d. each quarter of each Plan Year.

[NOTE: EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTIONS WILL BE CALCULATED BASED ON THE MATCH ELIGIBLE CONTRIBUTIONS AND PLAN COMPENSATION FOR EACH MATCHING CONTRIBUTION PERIOD. HOWEVER, IF H.2.a. IS ELECTED, MATCH ELIGIBLE CONTRIBUTIONS AND PLAN COMPENSATION PRIOR TO THE ENTRY DATE FOR THE EMPLOYER SAFE-HARBOR MATCHING COMPONENT WILL BE DISREGARDED IN CALCULATING THE EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTIONS UNLESS OTHERWISE SPECIFIED IN E.4. WITH RESPECT TO PLAN COMPENSATION.]

[NOTE: EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTIONS SHOULD NOT BE DEPOSITED OR ALLOCATED UNTIL THE END OF THE MATCHING CONTRIBUTION PERIOD.]

Profit Sharing
Formula

- b. Employer Safe-Harbor Profit Sharing Contribution in the amount of ____% [3% or more] of the Participant's Plan Compensation for the Plan Year. [NOTE: IF THE PLAN IS TOP-HEAVY, THE CONTRIBUTION FORMULA FOR THE EMPLOYER SAFE-HARBOR PROFIT SHARING CONTRIBUTIONS WILL BE APPLIED WITH THE APPLICABLE MODIFICATIONS DESCRIBED IN PLAN SEC. 17.1(b) UNLESS AN ADDITIONAL CONTRIBUTION IS ELECTED IN Q.2.]

[NOTE: IF H.2.a. IS ELECTED, PLAN COMPENSATION PRIOR TO THE ENTRY DATE FOR THE EMPLOYER SAFE-HARBOR PROFIT SHARING COMPONENT WILL BE DISREGARDED IN CALCULATING THE EMPLOYER SAFE-HARBOR PROFIT SHARING CONTRIBUTIONS UNLESS OTHERWISE SPECIFIED IN E.4.]

IN-SERVICE WITHDRAWALS:
[PLAN SEC. 11.2]

- H.4. Withdrawals are allowed from Employer Safe-Harbor Matching and/or Safe-Harbor Profit Sharing Contribution Accounts ... [check one]:
- a. N/A - in-service withdrawals are not allowed.
b. for any reason after ... [check one]:
1. Normal Retirement Age (or age 59 1/2 if later).
2. age 59 1/2.
3. age ____ [60 or more]:
- c. for Hardship after age 59 1/2.

I. EMPLOYER REGULAR MATCHING COMPONENT

EMPLOYER REGULAR MATCHING CONTRIBUTIONS:
[PLAN SEC. 5.2]

- I.1. Employer Regular Matching Contributions ... [check one]:
- a. will not [Skip to Section J.]
 - b. will
- ... be made under the Plan.

EXCLUDED EMPLOYMENT CATEGORIES:
[PLAN SEC. 2.14(a)]

- I.2. Covered Employment with respect to the Employer Regular Matching Component does not include ... [check one]: [NOTE: ANY EXCLUSIONS BELOW ARE IN ADDITION TO ANY EXCLUSIONS IN D.1.]
- a. N/A - there are no additional exclusions.
 - b. employment ... [check each that applies]:
 - 1. as a Highly Compensated Employee.
 - 2. as a Key Employee.
 - 3. on prevailing wage projects covered by J.8.f.
 - 4. other [specify]: _____. [NOTE: Specify a group whose exclusion will not result in discrimination in favor of Highly Compensated Employees.]

AGE AND SERVICE REQUIREMENTS:
[PLAN SEC. 3.1(a)]

- I.3. For an Employee to participate in the Employer Regular Matching Component, he/she must have attained age ... [check one]:
- a. _____ [21 or less].
 - b. N/A - there is no age requirement.
- I.4. For an Employee to participate in the Employer Regular Matching Component, he/she must have completed ... [check one]: [NOTE: IF MORE THAN ONE YEAR OF SERVICE (12 MONTHS OF ELAPSED TIME SERVICE) IS REQUIRED FOR ELIGIBILITY, THE PLAN MUST PROVIDE FOR FULL AND IMMEDIATE VESTING OF EMPLOYER REGULAR MATCHING CONTRIBUTION ACCOUNTS.]
- a. one year of Service (determined under D.9.).
 - b. two years of Service (determined under D.9.).
 - c. _____ [24 or less] months of Service determined using the elapsed time method (irrespective of the election in D.9.).
 - d. N/A - there is no service requirement.

ENTRY:
[PLAN SECS. 2.27 AND 3.1(a)]

- I.5. An Employee in Covered Employment will become an Active Participant in the Employer Regular Matching Component on the Entry Date that coincides with or next follows the date he/she satisfies the age and service requirements for such Component.
- I.6. The Entry Dates for the Employer Regular Matching Component are the ... [check one]:
- a. first day of each Plan Year and the first day of the seventh month of each Plan Year.
 - b. first day of each quarter of each Plan Year.
 - c. first day of each month.
 - d. first day of each payroll period.
 - e. day on which the age and service requirements are satisfied.
 - f. first day of each Plan Year. [NOTE: THIS OPTION IS PERMITTED ONLY IF (i) THERE IS NO AGE REQUIREMENT OR THE AGE REQUIREMENT SPECIFIED IN I.3.A. DOES NOT EXCEED 20 1/2, AND (II) THERE IS NO SERVICE REQUIREMENT OR THE SERVICE REQUIREMENT SPECIFIED IN I.4.C. OR D. DOES NOT EXCEED 6 MONTHS, OR 18 MONTHS IF FULL AND IMMEDIATE VESTING.]
 - g. other [specify]: _____. [NOTE: THE ENTRY DATES SPECIFIED MUST BE AT LEAST AS FAVORABLE AS ONE OF THE CHOICES IN A. - F.]

REQUIREMENTS TO RECEIVE AN EMPLOYER REGULAR MATCHING CONTRIBUTION:

- I.7. To receive an Employer Regular Matching Contribution for a Plan Year, a Participant must be an Active Participant in the Employer Regular Matching Component at some time during the Plan Year ... [check one]: [NOTE: EMPLOYER REGULAR MATCHING

CONTRIBUTIONS SHOULD NOT BE MADE ON BEHALF OF ANY PARTICIPANT UNTIL HE/SHE HAS SATISFIED THE CONDITIONS IMPOSED ON THE RECEIPT OF SUCH CONTRIBUTIONS.]

- a. but need not be an Employee on the last day of the Plan Year or have completed any specified number of Hours of Service.
- b. and must either be an Employee on the last day of the Plan Year or must have completed at least _____ [1,000 or less] Hours of Service during the Plan Year. However, these requirements do not apply if the Participant's Termination of Service occurred during the Plan Year because he/she ... [check each that applies]:
 - 1. died.
 - 2. became Disabled.
 - 3. retired after ... [check each that applies]:
 - a. Normal Retirement Age.
 - b. Early Retirement Age.
 - c. age [specify]: _____ .
- c. and must both be an Employee on the last day of the Plan Year and must have completed at least 1000 [1,000 or less] Hours of Service during the Plan Year. However, ... [check one]:
 - 1. these requirements do not apply
 - 2. the last day requirement does not apply... if the Participant's Termination of Service occurred during the Plan Year because he/she ... [check each that applies]:
 - 3. died.
 - 4. became Disabled.
 - 5. retired after ... [check each that applies]:
 - a. Normal Retirement Age.
 - b. Early Retirement Age.
 - c. age [specify]: _____ .
- d. and must be an Employee on the last day of the Plan Year. However, this requirement does not apply if the Participant's Termination of Service occurred during the Plan Year because he/she ... [check each that applies]:
 - 1. died.
 - 2. became Disabled.
 - 3. retired after ... [check each that applies]:
 - a. Normal Retirement Age.
 - b. Early Retirement Age.
 - c. age [specify]: _____ .
- e. and must have completed at least [1,000 or less] Hours of Service during the Plan Year. However, this requirement does not apply if the Participant's Termination of Service occurred during the Plan Year because he/she ... [check each that applies]:
 - 1. died.
 - 2. became Disabled.
 - 3. retired after ... [check each that applies]:
 - a. Normal Retirement Age.
 - b. Early Retirement Age.
 - c. age [specify]: _____ .

MATCHING FORMULA:
 [PLAN SEC. 5.2(a) OR (b)]

I.8. Employer Regular Matching Contributions will be ... [check one]:

Fixed Contributions
 - based on
 Percentage of Match
 Eligible
 Contributions to
 Plan Compensation

a. determined under the following schedule ... [complete schedule and the items that follow]:

Optional:
 - Profits
 Contingency
 - Discretionary
 Contributions

THE EMPLOYER REGULAR
 MATCHING
 CONTRIBUTION WILL BE:

A

OF THE MATCH
 ELIGIBLE
 CONTRIBUTIONS*:

B

1	___%		of the first:	___%
2	___%	[less than 1A%]	of the next:	___%
3	___%	[less than 2A%]	of the next:	___%
4	___%	[less than 3A%]	of the next:	___%
5	___%	[less than 4A%]	of the next:	___%

*OF MATCH ELIGIBLE CONTRIBUTIONS (EXPRESSED AS A PERCENTAGE OF PLAN COMPENSATION) FOR PAYROLL PERIODS ENDING WITHIN THE MATCHING CONTRIBUTION PERIOD.

1. The Match Eligible Contributions are the ... [check each that applies]:

- a. Employee Pre-Tax Contributions (except as provided in F.14.).
- b. Employee After-Tax Contributions. ... [check if applicable]:

1. except that the Employer Regular Matching Contributions made on Employee After-Tax Contributions will be a discretionary amount determined by the Lead Employer.
 [NOTE: THE LEAD EMPLOYER MAY SPECIFY IN A WRITTEN ACTION TAKEN PRIOR TO THE FIRST DAY OF THE PLAN YEAR THAT THE EMPLOYER REGULAR MATCHING CONTRIBUTIONS WILL BE MADE ON EMPLOYEE AFTER-TAX CONTRIBUTIONS IN ACCORDANCE WITH A SCHEDULE THAT CONFORMS WITH A SCHEDULE IN A., B. OR C. OTHERWISE, THE EMPLOYER REGULAR MATCHING CONTRIBUTIONS MADE FOR A PLAN YEAR ON EMPLOYEE AFTER-TAX CONTRIBUTIONS WILL BE ALLOCATED IN PROPORTION OF THE EMPLOYEE AFTER-TAX CONTRIBUTIONS FOR PAYROLL PERIODS ENDING WITHIN THE PLAN YEAR.]

2. The Matching Contribution Period is ... [check one]:

- a. each Plan Year.
- b. each payroll period.
- c. each month.
- d. each quarter of each Plan Year.
- e. each half of each Plan Year.
- f. other [specify]: _____ . [Note: Specify a period longer than a Plan Year.]

[NOTE: EMPLOYER REGULAR MATCHING CONTRIBUTIONS WILL BE CALCULATED BASED ON THE MATCH ELIGIBLE CONTRIBUTIONS AND PLAN COMPENSATION FOR EACH MATCHING CONTRIBUTION PERIOD - "TRUE-UP" CONTRIBUTIONS MAY BE ELECTED UNDER 3.]

[NOTE: EMPLOYER REGULAR MATCHING CONTRIBUTIONS SHOULD NOT BE DEPOSITED OR ALLOCATED UNTIL THE END OF THE MATCHING CONTRIBUTION PERIOD.]

3. The Employer Regular Matching Contributions will be calculated separately for each Matching Contribution Period and ... [check one]:
- a. N/A - the Matching Contribution Period is the Plan Year.
 - b. "true-up" contributions will not be made.
 - c. then will be recalculated based on the Match Eligible Contributions and Plan Compensation for the Plan Year, and "true-up" contributions will be made accordingly, with respect to each eligible Participant described in I.7 ... [check if applicable]:
 - 1. who is an Employee on the last day of the Plan Year. However, this requirement does not apply if the Participant's Termination of Service occurred during the Plan Year because he/she ... [check each that applies]:
 - 1. died.
 - 2. became Disabled.
 - 3. retired after... [check each that applies]:
 - a. Normal Retirement Age.
 - b. Early Retirement Age.
 - c. age [specify]: _____ .
4. The Employer Regular Matching Contribution is ... [check one]: [NOTE: IF EMPLOYER REGULAR MATCHING CONTRIBUTIONS ARE CONTINGENT ON NET PROFITS, THE MATCHING CONTRIBUTION PERIOD MUST BE THE PLAN YEAR AND THE CONTRIBUTIONS SHOULD NOT BE DEPOSITED OR ALLOCATED UNTIL AFTER THE END OF THE PLAN YEAR.]
- a. not contingent on Net Profits.
 - b. contingent on ... [check one]:
 - 1. current (for the fiscal year ending with or within the Plan Year)
 - 2. accumulated

... Net Profits of the Participating Employers, determined under ... [check one]:

 - 3. GAAP before after the payment of discretionary bonuses.
 - 4. other [specify]: _____ .
5. The Lead Employer may direct that an additional Employer Regular Matching Contribution be made for a Plan Year which, if made, will be allocated in proportion to the ... [check one]:
- a. N/A - such contributions will not be made.
 - b. Employer Regular Matching Contributions received under the above schedule for the Plan Year. The allocation will be made among all eligible Participants described in I.7 ... [check if applicable]:
 - 1. who are Non-Highly Compensated Employees.
 - c. Match Eligible Contributions of each eligible Participant that do not exceed _____ % of his/her Plan Compensation for the Plan Year. The allocation will be made among all eligible Participants described in I.7 ... [check if applicable]:
 - 1. who are Non-Highly Compensated Employees.

Fixed Contributions b. [] determined under the following schedule ... [complete schedule and the items that follow]:
 - - based on Dollar Amount of Match
 Eligible Contributions

Optional:
 - - Profits Contingency
 - - Discretionary Contributions

THE EMPLOYER REGULAR MATCHING CONTRIBUTION WILL BE: ----- A	OF THE MATCH ELIGIBLE CONTRIBUTIONS*: ----- B
1 _____%	of the first: \$ _____.
2 _____% [less than 1A%]	of the next: \$ _____.
3 _____% [less than 2A%]	of the next: \$ _____.
4 _____% [less than 3A%]	of the next: \$ _____.
5 _____% [less than 4A%]	of the next: \$ _____.

*OF MATCH ELIGIBLE CONTRIBUTIONS (EXPRESSED AS A DOLLAR AMOUNT) FOR PAYROLL PERIODS ENDING WITHIN THE MATCHING CONTRIBUTION PERIOD.

1. The Match Eligible Contributions are the ... [check each that applies]:
 - a. [] Employee Pre-Tax Contributions (except as provided in F.14.).
 - b. [] Employee After-Tax Contributions... [check if applicable]:
 1. [] except that the Employer Regular Matching Contributions made on Employee After-Tax Contributions will be a discretionary amount determined by the Lead Employer. [NOTE: THE LEAD EMPLOYER MAY HAVE SPECIFIED IN A WRITTEN ACTION TAKEN PRIOR TO THE FIRST DAY OF THE PLAN YEAR THAT THE EMPLOYER REGULAR MATCHING CONTRIBUTIONS WILL BE MADE ON EMPLOYEE AFTER-TAX CONTRIBUTIONS IN ACCORDANCE WITH A SCHEDULE THAT CONFORMS WITH A SCHEDULE IN a., b. OR c. OTHERWISE, THE EMPLOYER REGULAR MATCHING CONTRIBUTIONS MADE FOR A PLAN YEAR ON EMPLOYEE AFTER-TAX CONTRIBUTIONS WILL BE ALLOCATED IN PROPORTION OF THE EMPLOYEE AFTER-TAX CONTRIBUTIONS FOR PAYROLL PERIODS ENDING WITHIN THE PLAN YEAR.]

2. The Matching Contribution Period is ... [check one]:
 - a. [] each Plan Year.
 - b. [] each payroll period.
 - c. [] each month.
 - d. [] each quarter of each Plan Year.
 - e. [] each half of each Plan Year.
 - f. [] other [specify]: _____. [Note: Specify a period longer than a Plan Year.]

[NOTE: EMPLOYER REGULAR MATCHING CONTRIBUTIONS WILL BE CALCULATED BASED ON THE MATCHING ELIGIBLE CONTRIBUTIONS AND PLAN COMPENSATION FOR EACH MATCHING CONTRIBUTION PERIOD -"TRUE-UP" CONTRIBUTIONS MAY BE ELECTED UNDER 3.]

[NOTE: EMPLOYER REGULAR MATCHING CONTRIBUTIONS SHOULD NOT BE DEPOSITED OR ALLOCATED UNTIL THE END OF THE MATCHING CONTRIBUTION PERIOD.]

3. The Employer Regular Matching Contribution will be calculated separately for each Matching Contribution Period and ... [check one]:

- a. N/A - the Matching Contribution Period is the Plan Year.
 - b. "true-up" contributions will not be made.
 - c. then will be recalculated based on the Match Eligible Contributions and Plan Compensation for the Plan Year, and "true-up" contributions will be made accordingly, with respect to each eligible Participant described in I.7. ... [check if applicable]:
 - 1. who is an Employee on the last day of the Plan Year. However, this requirement does not apply if the Participant's Termination of Service occurred during the Plan Year because he/she ... [check each that applies]:
 - 1. died.
 - 2. became Disabled.
 - 3. retired after ... [check each that applies]:
 - a. Normal Retirement Age.
 - b. Early Retirement Age.
 - c. age [specify]:_____.
4. The Employer Regular Matching Contribution is ... [check one]: [NOTE: IF EMPLOYER REGULAR MATCHING CONTRIBUTIONS ARE CONTINGENT ON NET PROFITS, THE MATCHING CONTRIBUTION PERIOD MUST BE THE PLAN YEAR AND THE CONTRIBUTIONS SHOULD NOT BE DEPOSITED OR ALLOCATED UNTIL AFTER THE END OF THE PLAN YEAR.]
- a. not contingent on Net Profits.
 - b. contingent on ... [check one]:
 - 1. current (for the fiscal year ending with or within the Plan Year)
 - 2. accumulated

... Net Profits of the Participating Employers, determined under ... [check one]:

 - 3. GAAP before after the payment of discretionary bonuses.
 - 4. other [specify]: _____.
5. The Lead Employer may direct that an additional Employer Regular Matching Contribution be made for a Plan Year which, if made, will be allocated in proportion to the ... [check one]:
- a. N/A - such contributions will not be made.
 - b. Employer Regular Matching Contributions received under the above schedule for the Plan Year. The allocation will be made among all eligible Participants described in I.7 ... [check if applicable]:
 - 1. who are Non-Highly Compensated Employees.
 - c. Match Eligible Contributions of each eligible Participant that do not exceed \$____ for the Plan Year. The allocation will be made among all eligible Participants described in I.7 ... [check if applicable]:
 - 1. who are Non-Highly Compensated Employees.
- Fixed Contributions - - based on Years of Credited Service: c. determined under the following schedule ... [complete schedule and the items that follow]:
- [NOTE: USE OF THIS OPTION WILL REQUIRE BENEFITS, RIGHTS AND FEATURES TESTING UNDER CODE SECTION 401(a)(4).] [NOTE: IF THIS OPTION IS ELECTED, THE MATCHING CONTRIBUTION PERIOD IS THE PLAN YEAR AND CONTRIBUTIONS SHOULD NOT BE DEPOSITED OR ALLOCATED UNTIL AFTER THE END OF THE PLAN YEAR.]

- Optional:
 - - Profits Contingency
 - - Discretionary
 Contributions

THE EMPLOYER REGULAR
 MATCHING
 CONTRIBUTION WILL BE:

 A

OF MATCH ELIGIBLE CONTRIBUTIONS
 FOR PARTICIPANTS WITH AT LEAST THE
 FOLLOWING NUMBER OF
 YEARS OF CREDITED SERVICE:

 B

- 1 _____%
- 2 _____% [more than 1A%]
- 3 _____% [more than 2A%]
- 4 _____% [more than 3A%]
- 5 _____% [more than 4A%]

- 1 yr. [NOTE: IF MORE THAN ONE YEAR OF SERVICE IS REQUIRED TO PARTICIPATE IN THE EMPLOYER REGULAR MATCHING COMPONENT, THAT SERVICE REQUIREMENT MUST BE SATISFIED TO RECEIVE A CONTRIBUTION.]
- _____yrs. [more than 1B]
- _____yrs. [more than 2B]
- _____yrs. [more than 3B]
- _____yrs. [more than 4B]

1. The Match Eligible Contributions are the ... [check each that applies]:
 - a. Employee Pre-Tax Contributions (except as provided in F.14.).
 - b. Employee After-Tax Contributions ... [check if applicable]:
 1. except that the Employer Regular Matching Contributions made on Employee After-Tax Contributions will be a discretionary amount determined by the Lead Employer. [NOTE: THE LEAD EMPLOYER MAY SPECIFY IN A WRITTEN ACTION TAKEN PRIOR TO THE FIRST DAY OF THE PLAN YEAR THAT THE EMPLOYER REGULAR MATCHING CONTRIBUTIONS WILL BE MADE ON EMPLOYEE AFTER-TAX CONTRIBUTIONS IN ACCORDANCE WITH A SCHEDULE THAT CONFORMS WITH A SCHEDULE IN a., b. OR c. OTHERWISE, THE EMPLOYER REGULAR MATCHING CONTRIBUTIONS MADE FOR A PLAN YEAR ON EMPLOYEE AFTER-TAX CONTRIBUTIONS WILL BE ALLOCATED IN PROPORTION OF THE EMPLOYEE AFTER-TAX CONTRIBUTIONS FOR PAYROLL PERIODS ENDING WITHIN THE PLAN YEAR.]
2. The Participant's years of credited service for this purpose means ... [check one]:
 - a. the number of Plan Years in which the Participant had ___ [1,000 or less] or more Hours of Service.
 - b. the number of years of elapsed time Service of the Participant as of the last day of the Plan Year.
3. The Employer Regular Matching Contribution is ... [check one]:
 - a. not contingent on Net Profits.
 - b. contingent on ... [check one]:
 1. current (for the fiscal year ending with or within the Plan Year)
 2. accumulated
 ... Net Profits of the Participating Employers, determined under ... [check one]:
 3. GAAP before after the payment of discretionary bonuses.
 4. other [specify]: _____.

4. The Lead Employer may direct that an additional Employer Regular Matching Contribution be made for a Plan Year which, if made, will be allocated in proportion to the ... [check one]:
- a. N/A - such contributions will not be made.
 - b. Employer Regular Matching Contributions received under the above schedule for the Plan Year. The allocation will be made among all eligible Participants described in I.7 ... [check if applicable]:
 - 1. who are Non-Highly Compensated Employees.
 - c. Match Eligible Contributions of each eligible Participant that do not exceed ___% of his/her Plan Compensation for the Plan Year. The allocation will be made among all eligible Participants described in I.7 ... [check if applicable]:
 - 1. who are Non-Highly Compensated Employees.
 - d. a discretionary amount determined by the Lead Employer.

Discretionary Contributions

The Lead Employer may specify in a written action taken prior to the first day of the Plan Year that Employer Regular Matching Contributions will be made for such Plan Year in accordance with a schedule that conforms with a schedule specified in a., b. or c., above. A separate schedule may apply to Employee Pre-Tax Contributions and Employee After-Tax Contributions.

If such written action is not taken prior to the first day of the Plan Year, then any Employer Regular Matching Contribution made for the Plan Year on Employee Pre-Tax Contributions will be allocated ... [check one]:

- 1. in proportion to Employee Pre-Tax Contributions (except as provided in F.14.) for payroll periods ending within the Plan Year that do not exceed ... [check one]:
 - a. N/A - no limit.
 - b. \$_____.
 - c. ___% of Plan Compensation for the Plan Year.
 - d. the lesser of \$_____ or ___% of Plan Compensation for the Plan Year.
- 2. under the following schedule ... [complete]:

	THE FOLLOWING PERCENT OF THE EMPLOYER REGULAR MATCHING CONTRIBUTION FOR THE PLAN YEAR: ----- A	WILL BE ALLOCATED IN PROPORTION TO EMPLOYEE PRE-TAX CONTRIBUTIONS (EXCEPT AS PROVIDED IN F.14.) THAT DO NOT EXCEED THE FOLLOWING PERCENT OF THE PLAN COMPENSATION FOR THE PLAN YEAR: ----- B
1	_____ %	_____ %
2	_____ %	_____ % [less than 1B%]
3	_____ %	_____ % [less than 2B%]
Total = 100%		

[NOTE: THE STEPS IN THE ALLOCATION FORMULA PROVIDE CUMULATIVE CONTRIBUTIONS AT LOWER DEFERRAL LEVELS.]

3. [] under the following schedule ... [complete]:

THE FOLLOWING DOLLAR AMOUNT OF THE EMPLOYER REGULAR MATCHING CONTRIBUTION FOR THE PLAN YEAR:	-----	-----	-----
A	B		

WILL BE ALLOCATED IN
PROPORTION TO EMPLOYEE
PRE-TAX CONTRIBUTIONS
(EXCEPT AS PROVIDED IN
F.14.) THAT DO NOT EXCEED
THE FOLLOWING PERCENT OF
PLAN COMPENSATION FOR
THE PLAN YEAR:

- | | | | |
|---|---------------------|--------|-----------------|
| 1 | The first: \$_____. | _____% | |
| 2 | The next: \$_____. | _____% | [less than 18%] |
| 3 | The remainder: | _____% | [less than 28%] |

[NOTE: THE STEPS IN THE ALLOCATION FORMULA PROVIDE CUMULATIVE CONTRIBUTIONS AT LOWER DEFERRAL LEVELS.]

Any Employer Regular Matching Contribution made for the Plan Year on Employee After-Tax Contributions will be allocated in proportion of Employee After-Tax Contributions for payroll periods ending within the Plan Year.

[NOTE: IF THE PLAN PROVIDES FOR DISCRETIONARY EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTIONS, EMPLOYER SAFE-HARBOR MATCHING AND REGULAR MATCHING CONTRIBUTIONS WILL REMAIN SUBJECT TO THE ACTUAL CONTRIBUTION PERCENTAGE TEST OF CODE SECTION 401(m) IF DISCRETIONARY CONTRIBUTIONS MADE ON BEHALF OF ANY PARTICIPANT EXCEED 4% OF HIS/HER PLAN COMPENSATION FOR THE PLAN YEAR.]

MINIMUMS AND MAXIMUMS: I.9. The minimum Employer Regular Matching Contribution that any Participant who has Match Eligible Contributions can receive for any Plan Year is ... [check one]:

- a. [] N/A - no minimum (except as results from the matching schedule).
- b. [] \$_____.
- c. [] %_____ of Plan Compensation for the Plan Year.

I.10. The maximum Employer Regular Matching Contribution that any Participant can receive for any Plan Year is ... [check one]: [NOTE: A SEPARATE MAXIMUM NEEDS TO BE SPECIFIED ONLY IF THE MATCH IS DISCRETIONARY AND A MAXIMUM IS DESIRED, OR IF A MATCHING SCHEDULE APPLIES AND A MAXIMUM IS DESIRED THAT IS LESS THAN THE MAXIMUM OTHERWISE RESULTING FROM THE MATCHING SCHEDULE.]

- a. [] N/A - no maximum (except as results from the matching schedule).
- b. [] \$_____.
- c. [] %_____ of Plan Compensation for the Plan Year.
- d. [] the lesser of \$_____ or _____% of Plan Compensation for the Plan Year.

VESTING SCHEDULE FOR EMPLOYER REGULAR MATCHING COMPONENT: I.11. A Participant's vested percentage in his/her Employer Regular Matching Contribution Account will be ... [check one]:

- a. [] 100% at all times.
- b. [] determined under the following schedule ... [complete as desired]:

YEARS OF SERVICE -----	VESTED PERCENTAGE -----
0	0%
1	40%
2	80%
3	100% [20% or more]
4	100% [40% or more]
5	100% [60% or more]
6	100% [80% or more]
7 or more	100%

c. determined under the following schedule ... [complete as desired]:

YEARS OF SERVICE -----	VESTED PERCENTAGE -----
0	0%
1	_____ %
2	_____ %
3	_____ %
4	_____ %
5 or more	100%

[NOTE: IF THE PLAN IS TOP-HEAVY, AND IF THE VESTING SCHEDULE SPECIFIED ABOVE DOES NOT SATISFY THE VESTING REQUIREMENTS APPROPRIATE FOR A TOP-HEAVY PLAN UNDER PLAN SEC. 17.2, THE VESTED PERCENTAGE OF THE PARTICIPANT WILL BE THE GREATER OF THE VESTED PERCENTAGE DETERMINED UNDER THE VESTING SCHEDULE SPECIFIED ABOVE OR THE APPLICABLE VESTING SCHEDULE SPECIFIED IN PLAN SEC. 17.2. IF THE PLAN WAS, BUT HAS CEASED TO BE TOP-HEAVY, THE APPROPRIATE VESTING SCHEDULE WILL BE DETERMINED UNDER Q.3.]

- I.12. The vesting schedule specified above applies to the Employer Regular Matching Contribution Accounts ... [check one]: [NOTE: IF THE VESTING SCHEDULE IS AMENDED, SPECIAL RULES (INCLUDING A PARTICIPANT ELECTION) MAY APPLY UNDER PLAN SEC. 10.2(k).]
- a. of all Participants.
- b. of Participants who become ... [check one]:
1. Employees
 2. Active Participants in the Employer Regular Matching Component
- ... on or after [month day, year] (and the vesting schedule in effect prior to such date will apply to all other Participants).
- c. reflecting Employer Regular Matching Contributions made for periods on or after ___ [month day, year] (and the vesting schedule in effect prior to such date will apply to all Employer Regular Matching Contributions made for periods prior to such date).

TREATMENT OF FORFEITURES:
[PLAN SEC. 5.2(g)]

- I.13. A Pending Allocation Account that reflects Forfeitures from Employer Regular Matching Contribution Accounts ... [check one]:
- a. can
- b. cannot
- ... be applied to pay administrative expenses of the Plan if so directed by the Plan Administrator.

[COMPLETE ONLY IF A VESTING SCHEDULE APPLIES WITH RESPECT TO ANY PART OR ALL OF THE EMPLOYER REGULAR MATCHING CONTRIBUTION ACCOUNT]

- I.14. A Pending Allocation Account that reflects Forfeitures from Employer Regular Matching Contribution Accounts (to the extent not applied to pay administrative expenses if permitted in I.13.) will be ... [check one]:
- a. applied as a credit against ... [check each that applies]:
1. Employer Safe-Harbor and/or Regular Matching Contributions
 2. Employer Safe-Harbor and/or Regular Profit Sharing Contributions
- ... that are made under the Plan, as and when directed by the Lead Employer.
- b. allocated as of the last day of the Plan Year as an additional ... [check one]:
1. Employer Regular Matching Contribution.
 2. Employer Regular Profit Sharing Contribution. [NOTE: IF THE PLAN PROVIDES FOR A FIXED CONTRIBUTION DETERMINED UNDER AN INTEGRATED FORMULA, THE ALLOCATION WILL BE MADE IN PROPORTION TO PLAN COMPENSATION FOR THE PLAN YEAR.]
- The allocation will be made in the same manner as (and as part of) any variable contribution, or in proportion to any fixed contribution, under the Plan. [NOTE: IF THE PLAN PROVIDES FOR A VARIABLE CONTRIBUTION (e.g., A DISCRETIONARY CONTRIBUTION), AND A CONTRIBUTION IS NOT MADE FOR A PLAN YEAR, THE ALLOCATION WILL BE MADE IN THE SAME MANNER AS THE VARIABLE CONTRIBUTION WOULD HAVE BEEN ALLOCATED.]
- c. allocated as of the last day of the Plan Year in proportion to Plan Compensation for the Plan Year. The allocation will be among all eligible Participants described in I.7.

IN-SERVICE WITHDRAWALS:
[PLAN SEC. 11.2]

- I.15. Withdrawals are allowed from Employer Regular Matching Contribution Accounts...[check a., or check each of b. through d. that applies]:
- a. N/A - in-service withdrawals are not allowed.
- b. for any reason after...[check one]:
1. Normal Retirement Age.
 2. age 59 1/2.
 3. age____[check each that applies]:
 - a. and completion of ____ years of ... [check one]:
 1. vesting Service.
 2. participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]
 - b. but only if at the time of the withdrawal the Participant is ... [check one]:
 1. fully vested
 2. at least _____% vested

... in his/her Employer Regular Matching Contribution Account.
 4. completion of ____ years of ... [check one]:
 - a. vesting Service.
 - b. participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]
- c. at any age on account of Hardship ... [check if applicable]:
1. but only if at the time of the withdrawal the Participant is ... [check

one]:

- a. fully vested
- b. at least _____% vested

... in his/her Employer Regular Matching Contribution Account.

- d. for any reason, but only if at the time of the withdrawal the Participant is fully vested in his/her Employer Regular Matching Contribution Account, and provided the withdrawal may not include amounts allocated to the Contribution Account within two years prior to the withdrawal ... [check if applicable]: [NOTE: THE CALCULATION OF THE MAXIMUM AMOUNT AVAILABLE FOR WITHDRAWAL IS SET FORTH IN PLAN SEC. 11.2(a).]

- 1. unless the Participant has completed five years of participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]

J. EMPLOYER REGULAR PROFIT SHARING COMPONENT

PROFIT SHARING CONTRIBUTIONS: [PLAN SEC. 6.2]

- J.1. Employer Regular Profit Sharing Contributions ... [check one]:

- a. will
- b. will not [Skip to Section K.]

... be made under the Plan.

EXCLUDED EMPLOYMENT CATEGORIES: [PLAN SEC. 2.14(a)]

- J.2. Covered Employment with respect to the Employer Regular Profit Sharing Component does not include ... [check one]: [NOTE: ANY EXCLUSIONS BELOW ARE IN ADDITION TO ANY EXCLUSIONS IN D.1.]

- a. N/A - there are no additional exclusions.
- b. employment ... [check each that applies]:

- 1. as a Highly Compensated Employee.
- 2. as a Key Employee.
- 3. other [specify]:_____. [Note: Specify a group whose exclusion will not result in discrimination in favor of Highly Compensated Employees.]

AGE AND SERVICE REQUIREMENTS: [PLAN SEC. 3.1(a)]

- J.3. For an Employee to participate in the Employer Regular Profit Sharing Component, he/she must have attained age ... [check one]:

- a. 18 [21 or less].
- b. N/A - there is no age requirement.

- J.4. For an Employee to participate in the Employer Regular Profit Sharing Component, he/she must have completed ... [check one]: [NOTE: IF MORE THAN ONE YEAR OF SERVICE (12 MONTHS OF ELAPSED TIME SERVICE) IS REQUIRED FOR ELIGIBILITY, THE PLAN MUST PROVIDE FOR FULL AND IMMEDIATE VESTING OF EMPLOYER REGULAR PROFIT SHARING CONTRIBUTION ACCOUNTS.]

- a. one year of Service (determined under D.9.).
- b. two years of Service (determined under D.9.).
- c. _____[24 or less] months of Service determined using the elapsed time method (irrespective of the election in D.9.).
- d. N/A - there is no service requirement.

ENTRY: [PLAN SECS. 2.27 AND 3.1(a)]

- J.5. An Employee in Covered Employment will become an Active Participant in the Employer Regular Profit Sharing Component on the Entry Date that ... [check one]:

- a. coincides with or next follows
- b. coincides with or next precedes
- c. is nearest to

... the date he/she satisfies the age and service requirements for such Component.

J.6. The Entry Dates for the Employer Regular Profit Sharing Component are the ... [check one]:

- a. first day of each Plan Year and the first day of the seventh month of each Plan Year.
- b. first day of each quarter of each Plan Year.
- c. first day of each month.
- d. first day of each payroll period.
- e. day on which the age and service requirements are satisfied.
- f. first day of each Plan Year. [NOTE: THIS OPTION IS PERMITTED ONLY IF (i) THERE IS NO AGE REQUIREMENT OR THE AGE REQUIREMENT SPECIFIED IN J.3.a. DOES NOT EXCEED 20 1/2, AND (ii) THERE IS NO SERVICE REQUIREMENT OR THE SERVICE REQUIREMENT SPECIFIED IN J.4.c. OR d. DOES NOT EXCEED 6 MONTHS, OR 18 MONTHS IF FULL AND IMMEDIATE VESTING.]
- g. other [specify]:_____. [NOTE: THE ENTRY DATES SPECIFIED MUST BE AT LEAST AS FAVORABLE AS ONE OF THE CHOICES IN a. - f.]

REQUIREMENTS TO SHARE
IN THE EMPLOYER
REGULAR PROFIT SHARING
CONTRIBUTION:
[PLAN SEC. 6.2(a)
OR (b)]

J.7. To share in the Employer Regular Profit Sharing Contribution for a Plan Year, a Participant must be an Active Participant in the Employer Regular Profit Sharing Component at some time during the Plan Year ... [check one]:

- a. but need not be an Employee on the last day of the Plan Year or have completed any specified number of Hours of Service.
- b. and must either be an Employee on the last day of the Plan Year or must have completed at least _____[1,000 or less] Hours of Service during the Plan Year. However, these requirements do not apply if the Participant's Termination of Service occurred during the Plan Year because he/she ... [check each that applies]:

- 1. died.
- 2. became Disabled.
- 3. retired after ... [check each that applies]:

- a. Normal Retirement Age.
- b. Early Retirement Age.
- c. age [specify]:_____.

- c. and must both be an Employee on the last day of the Plan Year and must have completed at least 1000 [1,000 or less] Hours of Service during the Plan Year. However, ... [check one]:

- 1. these requirements do not apply
- 2. the last day requirement does not apply

... if the Participant's Termination of Service occurred during the Plan Year because he/she ... [check each that applies]:

- 3. died.
- 4. became Disabled.
- 5. retired after ... [check each that applies]:

- a. Normal Retirement Age.
- b. Early Retirement Age.
- c. age [specify]:_____.

- d. and must be an Employee on the last day of the Plan Year. However, this requirement does not apply if the Participant's Termination of Service occurred during the Plan Year because he/she ... [check each that applies]:

- 1. died.
- 2. became Disabled.
- 3. retired after ... [check each that applies]:

- a. Normal Retirement Age.
- b. Early Retirement Age.
- c. age [specify]:_____.

e. and must have completed at least _____[1,000 or less] Hours of Service during the Plan Year. However, this requirement does not apply if the Participant's Termination of Service occurred during the Plan Year because he/she ... [check each that applies]:

- 1. died.
- 2. became Disabled.
- 3. retired after ... [check each that applies]:

- a. Normal Retirement Age.
- b. Early Retirement Age.
- c. age [specify]:_____.

CONTRIBUTION/ALLOCATION FORMULA: [PLAN SEC. 6.2(a) OR (b)] J.8. The Employer Regular Profit Sharing Contribution for each Plan Year will ... [check one of a. through e., and check f. if it applies. Do not check b. or d. if any Controlled Group Member maintains any other plan that is integrated and that covers any of the same Participants]: [NOTE: IF THE PLAN IS TOP-HEAVY, THE CONTRIBUTION FORMULA OR ALLOCATION METHOD FOR THE EMPLOYER REGULAR PROFIT SHARING CONTRIBUTIONS WILL BE APPLIED WITH THE APPLICABLE MODIFICATIONS DESCRIBED IN PLAN SEC. 17.1(b) UNLESS AN ADDITIONAL CONTRIBUTION IS ELECTED IN Q.2.]

Non-Integrated
Variable Formula -
Discretionary or
Non-Discretionary
with Profits
Contingency

- a. be allocated among the eligible Participants ... [check one]:
1. in proportion to Plan Compensation for the Plan Year
 2. as an equal dollar amount (subject to the limits of Code Section 415)
- ... using the nonintegrated allocation formula in Plan Sec. 6.2(a)(1). The amount of the contribution will be ... [check one]:
3. a discretionary amount determined by the Lead Employer (not contingent on Net Profits).
 4. _____% of ... [check one]:
 - a. current (for the fiscal year ending with or within the Plan Year)
 - b. accumulated... Net Profits of the Participating Employers, determined under ... [check one]:
 - c. GAAP before after the payment of discretionary bonuses,
 - d. other [specify]:_____.

Integrated
Variable Formula -
Discretionary or
Non-Discretionary
with Profits
Contingency

- b. be allocated among the eligible Participants using an integrated allocation formula in Plan Sec. 6.2(a)(2). The amount of the contribution will be ... [check 1., 2. or 3., and complete 4. and 5. below]:
1. a discretionary amount determined by the Lead Employer (not contingent on Net Profits).
 2. _____% of ... [check one]:
 - a. current (for the fiscal year ending with or within the Plan Year)
 - b. accumulated... Net Profits of the Participating Employers, determined under ... [check one]:
 - c. GAAP before after the payment of discretionary bonuses,
 - d. other [specify]:_____... but not to exceed the maximum amount deductible under the Code (or such other limits as may be imposed under the Plan).
 3. _____% [15% or less] of the aggregate Plan Compensation for the Plan Year of all eligible Participants.

-
4. The Integration Level is ... [check one]:
- a. the Taxable Wage Base in effect at the beginning of the Plan Year.
 - b. \$_____[not more than the Taxable Wage Base in effect at the beginning of the Plan Year in which this dollar amount is first effective].
 - c. _____% [less than 100%] of the Taxable Wage Base in effect at the beginning of the Plan Year ... [check if desired]:
 1. increased to the next highest whole dollar.
5. The integrated allocation formula used is the ... [check one]:
- a. Two-step formula.
 - b. Three-step formula.
 - c. Four-step formula.

Non-Integrated
Fixed Formula -
Non-Discretionary
with Optional
Profits Contingency

c. equal a fixed amount for each eligible Participant. The amount of the contribution will be ... [check one of 1., 2. or 3., and complete 4. and 5. below]:

1. \$_____ for the Plan Year.
2. \$_____ for each ... [check one]:

- a. Hour of Service
- b. day
- c. week

... as an Active Participant in the Employer Profit Sharing Component during the Plan Year.

3. _____% [not to exceed 15%] of Plan Compensation for the Plan Year.

4. The Employer Regular Profit Sharing Contribution is ... [check one]:

- a. not contingent on Net Profits.
- b. contingent on ... [check one]:

1. current (for the fiscal year ending with or within the Plan Year)
2. accumulated

... Net Profits of the Participating Employers, determined under ... [check one]:

3. GAAP before after the payment of discretionary bonuses.
4. other [specify]: _____.

5. The Lead Employer ... [check one]:

- a. does not
- b. does

... have the discretion to direct that an additional Employer Regular Profit Sharing Contribution be made for a Plan Year which, if made, will be allocated among the eligible Participants described in J.7. ... [check if applicable]:

- c. who are Non-Highly Compensated Employees

... in proportion to the Plan Compensation for the Plan Year of each eligible Participant.

Integrated
Fixed Formula -
Non-Discretionary
with Optional
Profits Contingency

d. equal a fixed amount for each eligible Participant. The amount of the contribution will be ... [complete 1. through 5. below]:

1. _____ % of Plan Compensation for the Plan Year, plus
2. _____ % of Plan Compensation for the Plan Year in excess of the Integration Level [the percentage in 2. may not exceed the lesser of the percentage in 1. or the percentage in the table below]:

TABLE

IF THE INTEGRATION LEVEL IS:	THE MAXIMUM PERCENTAGE IS:
The Taxable Wage Base for the current year ("TWB")	5.7%
More than 80% of the TWB but less than 100% of the TWB	5.4%
More than the greater of 20% of the TWB or \$10,000 but not more than 80% of the TWB	4.3%
Less than or equal to the greater of \$10,000 or 20% of the TWB	5.7%

3. The Integration Level is ... [check one]:
- a. the Taxable Wage Base in effect at the beginning of the Plan Year.
- b. _____% [less than 100%] of the Taxable Wage Base in effect at the beginning of the Plan Year ... [check if desired]:
1. increased to the next highest whole dollar.
4. The Employer Regular Profit Sharing Contribution is ... [check one]:
- a. not contingent on Net Profits.
- b. contingent on ... [check one]:
1. current (for the fiscal year ending with or within the Plan Year)
2. accumulated
- ... Net Profits of the Participating Employers, determined under ... [check one]:
3. GAAP before after the payment of discretionary bonuses.
4. other [specify]: _____.
5. The Lead Employer ... [check one]:
- a. does not
- b. does
- ... have the discretion to direct that an additional Employer Regular Profit Sharing Contribution be made for a Plan Year which, if made, will be allocated among the eligible Participants described in J.7. ... [check if applicable]:
- c. who are Non-Highly Compensated Employees
- ... in proportion to the Plan Compensation for the Plan Year of each eligible Participant.
- e. be allocated among the eligible Participants in proportion to the "points" of each eligible Participant. An eligible Participant will be awarded ... [check one or both of 1. and 2., and check 3. if it applies]
1. _____[specify a whole number] points for each year of age he/she has attained by the last day of the Plan Year.
2. _____ [specify a whole number] points for each year of credited service he/she has completed by the last day of the Plan Year. ... [complete]

Uniform Point
Formula

- a. The Participant's years of credited service for this purpose means ... [check one]:
 - 1. the number of Plan Years in which the Participant had _____ [1,000 or less] or more Hours of Service.
 - 2. the number of years of elapsed time Service of the Participant as of the last day of the Plan Year.
- b. The Participant's years of credited service taken into account will not exceed ... [check one]:
 - 1. N/A - there is no limit.
 - 2. _____ years.

[check 3. if points are awarded based on compensation]

- 3. _____ [specify a whole number] points for each \$_____ [not more than \$200] of Plan Compensation for the Plan Year.

Prevailing Wage Formula

- f. equal a fixed amount for each hour working on a project and in a job category covered by the Prevailing Wage Laws. The amount of the contribution will be determined ... [check one of 1. or 2., and complete 3. and 4.]:
 - 1. as specified on the Prevailing Wage Addendum. [NOTE: A CONTRIBUTION WILL BE MADE ONLY WITH RESPECT TO PROJECTS AND JOB CATEGORIES LISTED ON THE PREVAILING WAGE ADDENDUM.]
 - 2. as follows ... [complete]:

For contracts classified as ... The contribution amount will be ...

- | | |
|-------|---|
| _____ | <input type="checkbox"/> \$_____ per hour |
| | <input type="checkbox"/> _____% of the prevailing wage. |
| _____ | <input type="checkbox"/> \$_____ per hour |
| | <input type="checkbox"/> _____% of the prevailing wage. |
| _____ | <input type="checkbox"/> \$_____ per hour |
| | <input type="checkbox"/> _____% of the prevailing wage. |

-
- 3. The contribution will be made on behalf of each Active Participant in the Prevailing Wage Component ... [check if applicable]:
 - a. who is a Non-Highly Compensated Employee.
 - 4. If such a Participant also is eligible for an Employer Regular Profit Sharing Contribution for a Plan Year, such contribution ... [check one]:
 - a. N/A - such Participants will not be eligible for Employer Regular Profit Sharing Contributions.
 - b. will not
 - c. will

... be offset by the Prevailing Wage Contribution.

[NOTE: EMPLOYER REGULAR PROFIT SHARING CONTRIBUTIONS SHOULD NOT BE DEPOSITED OR ALLOCATED UNTIL THE END OF THE PLAN YEAR (EXCEPT UNDER A PREVAILING WAGE COMPONENT).]

VESTING SCHEDULE FOR EMPLOYER REGULAR PROFIT SHARING COMPONENT:

- J.9. A Participant's vested percentage in his/her Employer Regular Profit Sharing Contribution Account will be ... [check one]:
 - a. 100% at all times.

[PLAN SEC. 10.2(e)]

b. determined under the following schedule ... [complete as desired]:

YEARS OF SERVICE	VESTED PERCENTAGE
0	0%
1	40%
2	80%
3	100% [20% or more]
4	100% [40% or more]
5	100% [60% or more]
6	100% [80% or more]
7 or more	100%

c. determined under the following schedule ... [complete as desired]:

YEARS OF SERVICE	VESTED PERCENTAGE
0	0%
1	___%
2	___%
3	___%
4	___%
5 or more	100%

[NOTE: IF THE PLAN IS TOP-HEAVY, AND IF THE VESTING SCHEDULE SPECIFIED ABOVE DOES NOT SATISFY THE VESTING REQUIREMENTS APPROPRIATE FOR A TOP-HEAVY PLAN UNDER PLAN SEC. 17.2, THE VESTED PERCENTAGE OF THE PARTICIPANT WILL BE THE GREATER OF THE VESTED PERCENTAGE DETERMINED UNDER THE VESTING SCHEDULE SPECIFIED ABOVE OR THE APPLICABLE VESTING SCHEDULE SPECIFIED IN PLAN SEC. 17.2. IF THE PLAN WAS, BUT HAS CEASED TO BE TOP-HEAVY, THE APPROPRIATE VESTING SCHEDULE WILL BE DETERMINED UNDER Q.3.]

J.10. The vesting schedule specified above applies to the Employer Regular Profit Sharing Contribution Accounts ... [check one]: [NOTE: IF THE VESTING SCHEDULE IS AMENDED, SPECIAL RULES (INCLUDING A PARTICIPANT ELECTION) MAY APPLY UNDER PLAN SEC. 10.2(k).]

a. of all Participants.
b. of Participants who become ... [check one]:

1. Employees
2. Active Participants in the Employer Regular Profit Sharing Component

... on or after ____ [month day, year] (and the vesting schedule in effect prior to such date will apply to all other Participants).

c. reflecting Employer Regular Profit Sharing Contributions made for periods on or after ____ [month day, year] (and the vesting schedule in effect prior to such date will apply to all Employer Regular Profit Sharing Contributions made for periods prior to such date).

TREATMENT OF FORFEITURES: [PLAN SEC. 6.2(d)]

J.11. A Pending Allocation Account that reflects Forfeitures from Employer Regular Profit Sharing Contribution Accounts ... [check one]:

a. can
b. cannot

... be applied to pay administrative expenses of the Plan if so directed by the Plan Administrator.

J.12. A Pending Allocation Account that reflects Forfeitures from Employer Regular Profit Sharing Contribution Accounts (to the extent not applied to pay administrative expenses if permitted in J.11) will be ... [check one]:

[COMPLETE ONLY IF A VESTING SCHEDULE APPLIES WITH RESPECT TO ANY PART OR ALL OF THE EMPLOYER REGULAR PROFIT SHARING CONTRIBUTION ACCOUNT]

- a. applied as a credit against ... [check each that applies]:
 - 1. Employer Safe-Harbor and/or Regular Matching Contributions
 - 2. Employer Safe-Harbor and/or Regular Profit Sharing Contributions
 ... that are made under the Plan, as and when directed by the Lead Employer.
- b. allocated as of the last day of the Plan Year as an additional Employer Regular Profit Sharing Contribution. The allocation will be made in the same manner as (and as part of) any variable contribution, or in proportion to any fixed contribution (disregarding any contribution under a prevailing wage formula), under the Plan. [NOTE: IF THE PLAN PROVIDES FOR A VARIABLE CONTRIBUTION (e.g., A DISCRETIONARY CONTRIBUTION), AND A CONTRIBUTION IS NOT MADE FOR A PLAN YEAR, THE ALLOCATION WILL BE MADE IN THE SAME MANNER AS THE VARIABLE CONTRIBUTION WOULD HAVE BEEN ALLOCATED.] [NOTE: IF THE PLAN PROVIDES FOR A FIXED CONTRIBUTION UNDER AN INTEGRATED FORMULA, THE ALLOCATION WILL BE MADE IN PROPORTION TO PLAN COMPENSATION FOR THE PLAN YEAR.]
- c. allocated as of the last day of the Plan Year in proportion to Plan Compensation for the Plan Year. The allocation will be among all eligible Participants described in J.7.

IN-SERVICE WITHDRAWALS:
[PLAN SEC. 11.2]

- J.13. Withdrawals are allowed from Employer Regular Profit Sharing Contribution Accounts ... [check a., or check each of b. through d. that applies]:
 - a. N/A - in-service withdrawals are not allowed.
 - b. for any reason after ... [check one]:
 - 1. Normal Retirement Age.
 - 2. age 59 1/2.
 - 3. age _____ ... [check each that applies]:
 - a. and completion of _____ years of ... [check one]:
 - 1. vesting Service.
 - 2. participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]
 - b. but only if at the time of the withdrawal the Participant is ... [check one]:
 - 1. fully vested
 - 2. at least _____ % vested
 ... in his/her Employer Regular Profit Sharing Contribution Account.
 - 4. completion of _____ years of ... [check one]:
 - a. vesting Service.
 - b. participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]
- c. at any age on account of Hardship ... [check if applicable]:
 - 1. but only if at the time of the withdrawal the Participant is ... [check one]:
 - a. fully vested
 - b. at least _____ % vested
 ... in his/her Employer Regular Profit Sharing Contribution Account.
- d. for any reason, but only if at the time of the withdrawal the Participant is fully vested in his/her Employer Regular Profit Sharing Contribution Account, and

provided the withdrawal may not include amounts allocated to the Contribution Account within two years prior to the withdrawal ... [check if applicable]:

[NOTE: THE CALCULATION OF THE MAXIMUM AMOUNT AVAILABLE FOR WITHDRAWAL IS SET FORTH IN PLAN SEC. 11.2(a).]

1. unless the Participant has completed five years of participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]

K. EMPLOYER QUALIFIED MATCHING AND PROFIT SHARING COMPONENT

[NOTE: CONTRIBUTIONS ELECTED UNDER THIS SECTION K. ARE IN ADDITION TO ANY EMPLOYER SAFE-HARBOR MATCHING, REGULAR MATCHING, SAFE-HARBOR PROFIT SHARING OR REGULAR PROFIT SHARING CONTRIBUTIONS.]

EMPLOYER QUALIFIED
CONTRIBUTIONS:
[PLAN SECS. 5.3 AND 6.3]

- K.1. Employer Qualified Matching and/or Qualified Profit Sharing Contributions ... [check one]:

- a. will
- b. will not [Skip to Section L.]

... be made under the Plan.

[NOTE: EMPLOYER QUALIFIED MATCHING AND/OR QUALIFIED PROFIT SHARING CONTRIBUTIONS MUST BE MADE WITHIN TWELVE MONTHS FOLLOWING THE CLOSE OF THE APPLICABLE PLAN YEAR. HOWEVER, CONTRIBUTIONS MADE LATER THAN 30 DAYS AFTER THE EMPLOYER'S TAX FILING DEADLINE MUST BE TREATED AS ANNUAL ADDITIONS IN THE LIMITATION YEAR MADE FOR PURPOSES OF CODE SECTION 415.]

[NOTE: THE "APPLICABLE" PLAN YEAR IS THE CURRENT PLAN YEAR IF THE CURRENT YEAR TESTING METHOD IS USED, OR THE PRIOR PLAN YEAR IF THE PRIOR YEAR TESTING METHOD IS USED.]

EMPLOYER QUALIFIED
MATCHING CONTRIBUTIONS
(QMACs):
[PLAN SEC. 5.3]

- K.2. Employer Qualified Matching Contributions (QMACs) will be allocated among the ... [check one of a. or b., and check one of c. - e.]:

- a. Non-Highly Compensated Employees
- b. Highly and Non-Highly Compensated Employees [NOTE: THIS OPTION IS NOT APPROPRIATE IF THE "PRIOR YEAR" TESTING METHOD IS USED.]

... who ... [check one]:

- c. are eligible Participants described in I.7 (relating to the Employer Regular Matching Component) with respect to the applicable Plan Year. [NOTE: THIS OPTION IS APPROPRIATE ONLY IF THE PLAN INCLUDES AN EMPLOYER REGULAR MATCHING COMPONENT.]
- d. benefit under the applicable Component for the applicable Plan Year. [NOTE: THE "APPLICABLE" COMPONENT IS THE EMPLOYEE PRE-TAX COMPONENT IN THE CASE OF A CONTRIBUTION MADE TO SATISFY THE ACTUAL DEFERRAL PERCENTAGE (ADP) TEST OF CODE SECTION 401(k); OR THE EMPLOYER REGULAR MATCHING COMPONENT IN THE CASE OF A CONTRIBUTION MADE TO SATISFY THE ACTUAL CONTRIBUTION PERCENTAGE (ACP) TEST OF CODE SECTION 401(m).] [NOTE: IF A COMPONENT IS DISAGGREGATED INTO TWO OR MORE SEPARATE COMPONENTS FOR PURPOSES OF THE COVERAGE REQUIREMENTS OF CODE SECTION 410(b), ANY DISCRETIONARY CONTRIBUTION WILL BE DETERMINED SEPARATELY FOR EACH DISAGGREGATED COMPONENT.]

[NOTE: AN EMPLOYEE "BENEFITS" UNDER THE EMPLOYEE PRE-TAX COMPONENT IF HE/SHE IS ELIGIBLE TO MAKE EMPLOYEE PRE-TAX CONTRIBUTIONS DURING THE APPLICABLE PLAN YEAR. AN EMPLOYEE "BENEFITS" UNDER THE EMPLOYER REGULAR MATCHING COMPONENT IF HE/SHE SATISFIES THE REQUIREMENTS IN I.7. FOR THE APPLICABLE PLAN YEAR.]

- e. are Active Participants in the Employee Pre-Tax Component ... [check one]:
 1. at some time during
 2. on the last day of

3. throughout

... the applicable Plan Year.

- K.3. Employer Qualified Matching Contributions (QMACs) will be a discretionary amount determined by the Lead Employer. The contribution will be allocated ... [check one]:
- a. in proportion to the Employee Pre-Tax Contributions of each eligible Participant that do not exceed ... [check one]:
1. N/A - no limit.
 2. _____ % of his/her Plan Compensation for the Plan Year. [NOTE: IF THE PLAN INCLUDES AN EMPLOYER SAFE-HARBOR COMPONENT, INCLUDE A PERCENTAGE NO GREATER THAN 6%.]
 3. \$ _____ .
- b. as an equal dollar amount to each eligible Participant who has Employee Pre-Tax Contributions.
- c. in proportion to the Employer Regular Matching Contributions of each eligible Participant.

EMPLOYER QUALIFIED PROFIT
SHARING CONTRIBUTIONS
(QNECs):
[PLAN SEC. 6.3]

- K.4. Employer Qualified Profit Sharing Contributions (QNECs) will be allocated among the ... [check one of a. or b., and check one of c. - e.]:
- a. Non-Highly Compensated Employees
- b. Highly and Non-Highly Compensated Employees [NOTE: THIS OPTION IS NOT APPROPRIATE IF THE "PRIOR YEAR" TESTING METHOD IS USED.]
- ... who ... [check one]:
- c. are eligible Participants described in J.7 (relating to the Employer Regular Profit Sharing Component) with respect to the applicable Plan Year. [NOTE: THIS OPTION IS APPROPRIATE ONLY IF THE PLAN INCLUDES AN EMPLOYER REGULAR PROFIT SHARING COMPONENT.]
- d. benefit under the applicable Component for the applicable Plan Year. [NOTE: THE "APPLICABLE" COMPONENT IS THE EMPLOYEE PRE-TAX COMPONENT IN THE CASE OF A CONTRIBUTION MADE TO SATISFY THE ACTUAL DEFERRAL PERCENTAGE (ADP) TEST OF CODE SECTION 401(k); OR THE EMPLOYER REGULAR MATCHING COMPONENT IN THE CASE OF A CONTRIBUTION MADE TO SATISFY THE ACTUAL CONTRIBUTION PERCENTAGE (ACP) TEST OF CODE SECTION 401(m).] [NOTE: IF A COMPONENT IS DISAGGREGATED INTO TWO OR MORE SEPARATE COMPONENTS FOR PURPOSES OF THE COVERAGE REQUIREMENTS OF CODE SECTION 410(b), ANY DISCRETIONARY CONTRIBUTION WILL BE DETERMINED SEPARATELY FOR EACH DISAGGREGATED COMPONENT.]
- [NOTE: AN EMPLOYEE "BENEFITS" UNDER THE EMPLOYEE PRE-TAX COMPONENT IF HE/SHE IS ELIGIBLE TO MAKE EMPLOYEE PRE-TAX CONTRIBUTIONS DURING THE APPLICABLE PLAN YEAR. AN EMPLOYEE "BENEFITS" UNDER THE EMPLOYER REGULAR MATCHING COMPONENT IF HE/SHE SATISFIES THE REQUIREMENTS IN I.7. FOR THE APPLICABLE PLAN YEAR.]
- e. are Active Participants in the Employee Pre-Tax Component ... [check one]:
1. at some time during
 2. on the last day of
 3. throughout
- ... the applicable Plan Year.

- K.5. Employer Qualified Profit Sharing Contributions (QNECs) will be a discretionary amount determined by the Lead Employer. The contribution will be allocated ... [check one]:
- a. as a uniform percentage of Plan Compensation for the Plan Year ... [check each that applies]:

1. using testing compensation as the definition of Plan Compensation for the Plan Year instead of the definition in Item E. [NOTE: FOR THIS PURPOSE, "TESTING COMPENSATION" MEANS THE DEFINITION OF COMPENSATION USED FOR PURPOSES OF APPLYING THE ACTUAL DEFERRAL PERCENTAGE (ADP) TEST OR ACTUAL CONTRIBUTION PERCENTAGE (ACP) TEST FOR THE APPLICABLE PLAN YEAR.]
2. disregarding Plan Compensation for the Plan Year in excess of \$ _____ [specify a dollar amount less than the compensation limit in effect under Code Section 401(a)(17)].

- b. as an equal dollar amount.
- c. first to the eligible Participant with the lowest Plan Compensation for the Plan Year, then to the eligible Participant with the next lowest Plan Compensation for the Plan Year, etc. until the applicable test is met, with the allocation to each eligible Participant limited to the amount permitted under Code Section 415. [NOTE: THIS OPTION IS NOT APPROPRIATE IF THE ALLOCATION WILL BE MADE TO HIGHLY COMPENSATED EMPLOYEES.]

[NOTE: IF A COMPONENT IS DISAGGREGATED INTO TWO OR MORE SEPARATE COMPONENTS FOR PURPOSES OF THE COVERAGE REQUIREMENTS OF CODE SECTION 410(b), ANY DISCRETIONARY CONTRIBUTION WILL BE DETERMINED SEPARATELY FOR EACH DISAGGREGATED COMPONENT.]

IN-SERVICE WITHDRAWALS:
[PLAN SEC. 11.2]

- K.6. Withdrawals are allowed from Employer Qualified Matching and/or Qualified Profit Sharing Contribution Accounts ... [check one]:
 - a. N/A - in-service withdrawals are not allowed.
 - b. for any reason after ... [check one]:
 1. Normal Retirement Age (or age 59 1/2, if later).
 2. age 59 1/2.
 3. age _____ [60 or more].
 - c. for Hardship after age 59 1/2.

L. EMPLOYEE ROLLOVER COMPONENT

EMPLOYEE ROLLOVER CONTRIBUTIONS:
[PLAN SEC. 4.5]

- L.1. Employee Rollover Contributions are ... [check one]
 - a. not allowed. [Skip to Section M.]
 - b. allowed if the Employee is ... [check one]:
 1. in Covered Employment (but regardless of whether he/she is an Active Participant).
 2. an Active Participant in any Component of the Plan.
- L.2. Employee Rollover Contributions will be allowed in ... [check one]:
 - a. cash only ... [check if applicable]:
 1. except that an outstanding loan made under a prior employer's plan will be accepted if the loan is not in default and the transfer satisfies such requirements as may be imposed under the participant loan program (if any) of the Plan.
 - b. cash or in kind (to the extent not prohibited by the Funding Agent), except that an outstanding loan made under a prior employer's plan ... [check one]:
 1. will not be accepted.
 2. will be accepted only if the loan is not in default and the transfer satisfies such requirements as may be imposed under the participant loan program (if any) of the Plan.

IN-SERVICE WITHDRAWALS:

- L.3. Withdrawals are allowed from Employee Rollover Contribution Accounts ... [check

[PLAN SEC. 11.2]

one]:

- a. N/A - in-service withdrawals are not allowed.
- b. for any reason and at any time.
- c. for any reason after ... [check one]:
 - 1. Normal Retirement Age.
 - 2. age 59 1/2.
 - 3. age _____ .

M. RETIREMENT, DISABILITY AND HARDSHIP

RETIREMENT AGE:
[PLAN SECS. 2.19 AND 2.47]

M.1. The Normal Retirement Age is ... [check one]:

- a. age 55 [65 or less].
- b. the later of age _____ [65 or less] or the _____ [5th or less] anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.

M.2. The Early Retirement Age is ... [check one]:

- a. N/A - early retirement is not recognized under the Plan.
- b. age _____ [less than Normal Retirement Age].
- c. the later of age _____ [less than Normal Retirement Age] or the date on which the Participant completes _____ years of vesting Service.

DISABILITY:
[PLAN SEC. 2.18]

M.3. A Participant will be deemed to be Disabled for purposes of the Plan if he/she ... [check one]:

- a. has a physical or mental condition that makes him/her unable to engage in any substantial gainful activity and that can be expected to result in death or has lasted or can be expected to last for at least a twelve-consecutive-month period.
- b. meets the standard for long-term disability benefits under any disability plan maintained by a Controlled Group Member.
- c. has been determined to be disabled for purposes of Social Security.
- d. has a physical or mental condition that makes him/her permanently unable to perform the normal duties of his/her job with the Participating Employer.
- e. has a physical or mental condition that makes him/her permanently unable to engage in any occupation for wage or profit for which he/she is reasonably fitted by training, education or experience.

HARDSHIP:
[PLAN SEC. 2.33]

M.4. A Participant will be deemed to be under a Hardship for purposes of the Plan if he/she has a financial need resulting from ... [check each that applies]:

- a. expenses for medical care described in Code Section 213(d) incurred by the Participant, his/her spouse, or his/her dependents (as defined in Code Section 152), or necessary for any of those persons to obtain such medical care.
- b. costs directly related to the purchase of the Participant's principal residence (excluding mortgage payments).
- c. payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, his/her spouse, children, or dependents.
- d. the need to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage of the Participant's principal residence.
- e. other [specify in a manner that prevents employer discretion]: _____ . [NOTE: THIS HARDSHIP STANDARD DOES NOT APPLY TO HARDSHIP WITHDRAWALS FROM EMPLOYEE PRE-TAX CONTRIBUTION ACCOUNTS PRIOR TO AGE 59 1/2.]

M.5. The Hardship amount ... [check one]:

- a. may
- b. may not

... include any amount necessary to pay any federal, state or local income taxes or penalties reasonably expected to result from the distribution.

N. SPECIAL VESTING RULES

[NOTE: DO NOT COMPLETE IF THE PLAN PROVIDES FOR FULL AND IMMEDIATE VESTING OF ALL CONTRIBUTION ACCOUNTS. SKIP TO SECTION O.]

VESTING:
[PLAN SEC. 10.2(e)]

N.1. A Participant's vested percentage in his/her Employee Pre-Tax, After-Tax, Deductible, Forfeiture Restoration and Rollover Contribution Accounts, and in his/her Employer Safe-Harbor Matching, Qualified Matching, Safe-Harbor Profit Sharing and Qualified Profit Sharing Contribution Accounts, will be 100% at all times.

A Participant's vested percentage in his/her Employer Regular Matching Contribution Account will be determined under I.11.

A Participant's vested percentage in his/her Employer Regular Profit Sharing Contribution Account will be determined under J.9.

SERVICE DISREGARDED FOR VESTING:
[PLAN SEC. 10.2(f)]

N.2. To determine the vested percentage of a Participant in his/her Employer Regular Matching or Regular Profit Sharing Contribution Account, Service ... [check each that applies]:

- a. before the Participant attained the age of _____ [18 or less]
- b. before any Controlled Group Member first maintained this Plan (or a predecessor plan)

... will be disregarded. ...

c. Such Service also will be disregarded for purposes of determining ... [check each that applies]:

- 1. Early Retirement Age.
- 2. whether a Participant has satisfied the requirements to receive an in-service withdrawal that is conditioned on vesting Service.

SPECIAL VESTING EVENTS:
[PLAN SEC. 10.2(b)]

N.3. A Participant will be fully vested in an Employer Regular Matching and/or Regular Profit Sharing Contribution Account if he/she ... [check each that applies]:

- a. dies
- b. becomes Disabled
- c. attains age _____ [less than Normal Retirement Age]
- d. attains Early Retirement Age

... while employed with a Controlled Group Member. [NOTE: A PARTICIPANT WILL IN ALL EVENTS BE FULLY VESTED UPON ATTAINMENT OF NORMAL RETIREMENT AGE WHILE EMPLOYED WITH A CONTROLLED GROUP MEMBER.]

FORFEITURES:
[PLAN SEC. 10.2(g)]

N.4. The portion of an Employer Regular Matching or Regular Profit Sharing Contribution Account in which a Participant is not vested will become a Forfeiture on the earlier of the date the Participant incurs a period of five consecutive one year Breaks in Service or the ... [check one]:

- a. first day of the Plan Year after the Plan Year in which
- b. last day of the Plan Year in which
- c. date on which
- d. last day of the ... [check one]:

- 1. first
- 2. second
- 3. third
- 4. fourth
- 5. fifth

... Plan Year after the Plan Year in which

... the Participant receives a full distribution of the vested portion of the Contribution

Account (or immediately upon Termination of Service if the Participant is not vested in the Contribution Account).

VESTING FORMULA FOR PARTIALLY VESTED:
[PLAN SEC. 10.2(c) AND (g)]

- N.5. If a Participant receives a distribution after his/her Termination of Service of less than the full vested balance of a partially vested Employer Regular Matching or Regular Profit Sharing Account ... [check one]:
- a. the following formula will apply after the distribution to determine the vested portion of the Contribution Account ... [check one]: [NOTE: UNDER THIS OPTION, A PARTIAL DISTRIBUTION WILL NOT RESULT IN AN IMMEDIATE FORFEITURE.] [NOTE: THIS FORMULA WILL ALSO APPLY IF A PARTICIPANT IS ELIGIBLE TO AND DOES RECEIVE AN IN-SERVICE WITHDRAWAL (INCLUDING THOSE FOR HARDSHIP) FROM A PARTIALLY VESTED EMPLOYER REGULAR MATCHING AND REGULAR PROFIT SHARING ACCOUNT.]
1. $P(AB+D)-D$
2. $P[AB+(Rx D)]-(Rx D)$
- b. a proportionate share of the remaining balance of the Contribution Account will immediately become a Forfeiture. [NOTE: UNDER THIS OPTION, THE FORFEITURE WILL BE IMMEDIATELY TAKEN FROM THE CONTRIBUTION ACCOUNT AND CREDITED TO THE PENDING ALLOCATION ACCOUNT REFLECTING FORFEITURES.]
- If a Participant makes a withdrawal (including those for Hardship) before his/her Termination of Service from a partially vested Employer Regular Matching or Regular Profit Sharing Contribution Account, the formula that will apply to determine the vested portion of such Contribution Account after the in-service withdrawal is ... [check one]: [NOTE: THE VARIABLES USED IN THE FOLLOWING FORMULAS ARE DESCRIBED IN PLAN SEC. 10.2(c).]
1. N/A - In-service withdrawals are not permitted from partially vested Accounts.
2. $P(AB+D)-D$
3. $P[AB+(Rx D)]-(Rx D)$

REINSTATEMENT UPON RETURN TO SERVICE:
[PLAN SEC. 10.2(h)]

- N.6. A Participant who has a Termination of Service, receives a distribution of the vested portion of an Employee Regular Matching or Regular Profit Sharing Contribution Account and returns to Covered Employment ... [check one]:
- a. will
b. will not
- ... be required to repay the prior distribution in order to have the amount of a prior Forfeiture reinstated to such Contribution Account.

SPECIAL VESTING RULES FOR LIFE INSURANCE:
[PLAN SEC. 10.3]

- N.7. The value attributable to a life insurance policy held for the Contribution Account of the Participant will be ... [check one]:
- a. N/A - life insurance is not available from a partially vested Contribution Account.
b. fully vested notwithstanding the normal vesting rules applicable to the Contribution Account.
c. subject to the normal vesting rules applicable to the Contribution Account ... [check if applicable]:
1. and all premiums paid on a term life policy (other than unearned premiums returned by the insurance company to the Trustee or Custodian) and, in the case of a cash value policy ... [check one]:
- a. the excess of the premium paid over the cash surrender value of the policy
b. the PS-58 cost charged to the Participant as a result of the Trustee or Custodian holding the policy
- ... will be treated as a withdrawal for purposes of applying the formula specified in N.5.

0. EMPLOYER SECURITIES

EMPLOYER SECURITIES:
[PLAN SECS. 14.15 AND 14.16]

- 0.1. The Plan ... [check one]:
- a. may not [Skip to Section P.]
 - b. may
- ... hold Qualifying Employer Securities or Predecessor Employer Securities.

VOTING PROVISIONS:
[PLAN SECS. 14.15(d) AND 14.16]

- 0.2. A Participant will be allowed to direct the vote on Qualifying Employer Securities credited to his/her Account on ... [check one]: [NOTE: A PARTICIPANT IS NOT ALLOWED TO VOTE WITH RESPECT TO PREDECESSOR EMPLOYER SECURITIES.]
- a. any matter put to the vote of shareholders. Qualifying Employer Securities for which Participants fail to provide timely direction will be voted ... [check one]:
 - 1. in the same proportion as the votes cast on securities for which other Participants provide timely direction.
 - 2. at the discretion of the Lead Employer, or a Named Fiduciary or Investment Manager designated by the Lead Employer.
 - 3. at the discretion of the Trustee.
 - b. any significant corporate event (as defined in Plan Sec. 14.15(e)). ... [complete 1. and 2.]:
 - 1. Qualifying Employer Securities for which Participants fail to provide timely direction will be voted ... [check one]:
 - a. in the same proportion as the votes cast on securities for which other Participants provide timely direction.
 - b. at the discretion of the Lead Employer, or a Named Fiduciary or Investment Manager designated by the Lead Employer.
 - c. at the discretion of the Trustee.
 - 2. With respect to any matter other than a significant corporate event, Qualifying Employer Securities will be voted ... [check one]:
 - a. at the discretion of the Lead Employer, or a Named Fiduciary or Investment Manager designated by the Lead Employer.
 - b. at the discretion of the Trustee.
 - c. N/A - not allowed to direct any vote. Qualifying Employer Securities will be voted ... [check one]:
 - 1. at the discretion of the Lead Employer, or a Named Fiduciary or Investment Manager designated by the Lead Employer.
 - 2. at the discretion of the Trustee.

TENDER PROVISIONS:
[PLAN SECS. 14.15(e) AND 14.16]

- 0.3. A Participant will be allowed to direct the hold or sell/exchange decision on Qualifying Employer Securities or Predecessor Employer Securities credited to his/her Account in ... [check one]:
- a. any ... [check one or both]:
 - 1. tender or exchange offer.
 - 2. cash or stock offer made in connection with a merger or other corporate transaction.

Qualifying Employer Securities or Predecessor Employer Securities for which Participants fail to provide timely direction will be held or sold/exchanged ... [check one]:

 - 3. in the same proportion as the securities for which other Participants

- provide timely direction.
 - 4. at the discretion of the Lead Employer, or a Named Fiduciary or Investment Manager designated by the Lead Employer.
 - 5. at the discretion of the Trustee.
- b. N/A - not allowed to direct the hold or sell/exchange decision in any corporate transaction. Qualifying Employer Securities or Predecessor Employer Securities will be held or sold/exchanged ... [check one]:
- 1. at the discretion of the Lead Employer, or a Named Fiduciary or Investment Manager designated by the Lead Employer.
 - 2. at the discretion of the Trustee.

IN-KIND DISTRIBUTION OPTION:
[PLAN SEC. 12.3(c)]

- 0.4. A Participant ... [check one]:
- a. may not take an in-service withdrawal (including those for Hardship) or a distribution following Termination of Service in the form of Qualifying Employer Securities or Predecessor Employer Securities.
- b. may take ... [check each that applies]:
- 1. an in-service withdrawal (if otherwise available) ... [check one]:
 - a. including
 - b. excluding
 ... those for Hardship.
 - 2. a distribution following Termination of Service ... in the form of Qualifying Employer Securities or Predecessor Employer Securities (to the extent the applicable Contribution Account is then invested in such securities).

P. PAYMENT OF BENEFITS

BALANCES LESS THAN CASH-
OUT AMOUNT:
[PLAN SEC. 12.4]

- P.1. The Benefit subject to involuntary cash-out is ... [check one]:
- a. \$5000.00 [\$5,000 or less].
 - b. N/A - involuntary cash-out distributions will not be made. [Skip to P.3.]
- P.2. If a Benefit is subject to involuntary cash-out, the payment will be made to the Participant or Beneficiary as soon as administratively practicable after ... [check one]:
[NOTE: THE TIMING OF DISTRIBUTIONS SHOULD BE COORDINATED WITH THE VALUATION DATE(s), WHICH ARE THE DATE(s) ON WHICH ASSETS ARE VALUED UNDER THE PLAN.]
- a. Termination of Service.
 - b. the first day of the ... [check one]:
 - 1. month
 - 2. Plan Year quarter
 - 3. Plan Year
 ... following Termination of Service.
 - c. other [specify]: _____ . [at least as soon as b.3]

BALANCES MORE THAN CASH-
OUT AMOUNT:
[PLAN SEC. 12.3(a)]

- P.3. If a Benefit is not subject to involuntary cash-out, the earliest that the Participant or Beneficiary may elect to receive payment is as soon as administratively practicable after ... [check one]: [NOTE: THE TIMING OF DISTRIBUTIONS SHOULD BE COORDINATED WITH THE VALUATION DATES, WHICH ARE THE DATE(s) ON WHICH ASSETS ARE VALUED UNDER THE PLAN.]
- a. Termination of Service.
 - b. the first day of the ... [check one]:

1. month
2. Plan Year quarter
3. Plan Year

... following Termination of Service.

- c. the later of Termination of Service or attainment of ... [check one]:
1. Normal Retirement Age.
 2. age ____ [less than Normal Retirement Age].
- d. a Break in Service of ____ years has occurred following Termination of Service.
e. other [specify]: ____ . [no later than Normal Retirement Age]
- P.4. A Benefit may be paid after Termination of Service and prior to the earliest payment date specified above if ... [check a., or each of b. through d. that applies]:
- a. N/A - earlier payment is not permitted.
 - b. Termination of Service occurs because the Participant ... [check each that applies]:
 1. died.
 2. became Disabled.
 3. retired after ... [check one]:
 - a. Early Retirement Age.
 - b. age ____ [less than Normal Retirement Age].
- c. the Benefit does not exceed \$____ [specify dollar amount].
d. the Participant is under a Hardship.
- P.5. A Benefit must be paid (or must commence) to a Participant or Beneficiary ... [check one]:
- a. by the date distributions are required to commence under Code Section 401(a)(9).
 - b. on or as soon as administratively practicable after the Participant's Normal Retirement Age (or age 62, if later) ... [check if applicable]:
 1. even if the Participant then remains employed with a Controlled Group Member.

[NOTE: IF A BENEFIT IS PAID (OR COMMENCES) AND ALLOCATIONS ARE SUBSEQUENTLY MADE TO THE ACCOUNT, THE ADDITIONAL BENEFIT RESULTING FROM SUCH ALLOCATIONS WILL BE PAID IN THE SAME FORM AS SOON AS ADMINISTRATIVELY PRACTICABLE FOLLOWING THE CLOSE OF EACH PLAN YEAR OR FOLLOWING TERMINATION OF SERVICE.]

PAYMENT FORMS:
[PLAN SECS. 12.3(b) AND 12.6]

- P.6. The methods of payment permitted under the Plan (for Benefits in excess of the cash-out amount) include ... [check each that applies]: [NOTE: MINIMUM DISTRIBUTIONS WILL IN ALL EVENTS BE MADE IN ACCORDANCE WITH CODE SECTION 401(a)(9).]
- a. a lump sum payment ... [check if applicable]:
 1. including partial payments made at the request of the Participant or Beneficiary.
 - b. installments ... [check each that applies]:
 1. over a fixed period that does not exceed ... [check each that applies]:
 - a. a number of years equal to the life expectancy of the Participant, as determined under Table V in Treas. Reg. Section 1.72-9.
 - b. a number of years equal to the joint life and last survivor expectancy of the Participant and his/her Beneficiary, as determined under Table VI in Treas. Reg. Section 1.72-9.

- c. _____ years.
- d. the shorter of _____ months or the applicable life expectancy under Code Section 401(a)(9).
- e. other [specify]: _____ .

2. of a fixed amount, as directed by the Participant or Beneficiary.

- c. purchase of a period-certain annuity contract.
- d. purchase of any type of annuity contract (including a life annuity), in which case, the qualified annuity requirements of the Plan apply ... [check 1. or 2., and complete 3. and 4.]:

- 1. to all Participants
- 2. only to a Participant who elects a life annuity form of payment.
- 3. The Qualified Joint and Survivor Annuity is a joint and survivor annuity with a survivor percentage of _____ [not less than 50% or more than 100%].
- 4. The Qualified Preretirement Survivor Annuity is the life annuity that can be purchased with ... [check one]:
 - a. 100%
 - b. 50%

... of the Participant's Benefit.

P.7. The payment options specified above apply to ... [check one]:

- a. all Contribution Accounts.
- b. Contribution Accounts (or subaccounts thereunder) reflecting contributions made after _____ [month day, year], and the payment options in effect under the Plan prior to such date will apply to all other Contribution Accounts (or subaccounts thereunder).

[NOTE: PAYMENT OPTIONS THAT WERE AVAILABLE UNDER THE PLAN PRIOR TO THE LATER OF THE EFFECTIVE DATE OR ADOPTION DATE OF AN AMENDMENT TO THE PLAN GENERALLY CANNOT BE ELIMINATED. IF THE PAYMENT OPTIONS ARE CHANGED TO BE MORE RESTRICTIVE, SEPARATE SUBACCOUNTS MUST BE MAINTAINED TO REFLECT THE PORTION OF EACH CONTRIBUTION ACCOUNT SUBJECT TO THE PRIOR PAYMENT OPTIONS WHICH CANNOT BE ELIMINATED.]

PAYMENT MEDIUM:
[PLAN SEC. 12.3(c)]

P.8. The medium of payment permitted with respect to a non-annuity distribution under the Plan is ... [check one]:

- a. cash only.
- b. cash or in-kind.

[NOTE: DISTRIBUTION OF QUALIFYING EMPLOYER SECURITIES OR PREDECESSOR EMPLOYER SECURITIES IS GOVERNED BY 0.4.]

BENEFICIARY:
[PLAN SECS. 13.1 AND 13.3]

P.9. If a designation of Beneficiary is not on file, or if all designated Beneficiaries predecease the Participant, the Beneficiary will be the ... [check one]:

- a. Participant's Spouse, or if no Surviving Spouse, the Participant's estate.
- b. person or persons surviving in the first of the following classes in which there is a survivor, share and share alike:
 - 1. Participant's Spouse.
 - 2. Participant's children, except that if any of those children predeceases the Participant but leaves issue surviving, such issue will take by right of representation the share their parent would have taken if living.
 - 3. Participant's parents.
 - 4. Participant's brothers and sisters.
 - 5. Participant's estate.

c. other [specify]:

[NOTE: THE PARTICIPANT'S SPOUSE MUST BE THE FIRST PRIMARY BENEFICIARY.]

P.10. The Spouse of a Participant must consent to a designation of another or different primary Beneficiary ... [check one]:

- a. under all circumstances.
- b. only if the Participant and Spouse have been married for one year. [NOTE: A DESIGNATION WILL CEASE TO BE EFFECTIVE AFTER ONE YEAR WITHOUT CONSENT.]

P.11. A Beneficiary ... [check one]:

- a. may not
- b. may

... designate a successor beneficiary to take upon the death of the first Beneficiary. [NOTE: THIS DESIGNATION WILL NOT OPERATE TO CHANGE ANY DESIGNATION MADE BY THE PARTICIPANT. THUS, A BENEFICIARY MAY DESIGNATE A SUCCESSOR ONLY IF SUCH DESIGNATION IS NOT INCONSISTENT WITH A DESIGNATION MADE BY THE PARTICIPANT.]

MINIMUM DISTRIBUTIONS:
[PLAN SECS. 2.62 AND 12.7]

P.12. The Required Beginning Date of a Participant will be ... [check one]:

- a. the April 1 of the calendar year after the later of the calendar year in which the Participant attains age 70 1/2, or (except in the case of a Participant who is a more than five-percent owner in the Plan Year ending in the calendar year in which he/she attains age 70 1/2), the calendar year of Termination of Service.

Special Effective Date [complete only if this Adoption Agreement implements a change in the Required Beginning Date from b. to a. after the Plan has been amended for GUST]:

The above date will be treated as the Required Beginning Date effective ____ [month day, year]. A Participant who attained age 70 1/2 prior to this date and who has not had a Termination of Service ... [check one]:

- 1. may not elect to stop minimum distributions.
- 2. may elect to stop minimum distributions and recommence such distributions by the April 1 of the calendar year after the calendar year of his/her Termination of Service, and the new commencement date ... [check one]:
 - a. will
 - b. will not

... be treated as a new Benefit Starting Date for purposes of the Plan. [NOTE: THE OPTION TO STOP MINIMUM DISTRIBUTIONS DOES NOT APPLY TO A PARTICIPANT WHO IS A MORE THAN FIVE-PERCENT OWNER IN THE PLAN YEAR ENDING IN THE CALENDAR YEAR IN WHICH HE/SHE ATTAINS AGE 70 1/2.]

- b. the April 1 of the calendar year after the Participant attains age 70 1/2. [NOTE: THIS OPTION IS NOT APPROPRIATE FOR A NEW PLAN WITH AN ORIGINAL EFFECTIVE DATE ON OR AFTER JANUARY 1, 1997.]

P.13. To determine the minimum distribution required to be made to a Participant prior to death, ... [check one]: [NOTE: ONLY THE LIFE EXPECTANCY OF THE PARTICIPANT AND HIS/HER SPOUSE BENEFICIARY ARE ELIGIBLE FOR RECALCULATION.]

- a. the Participant can elect the life expectancies to be recalculated. In the absence of an election, ... [check one]:
 - 1. the life expectancy of the Participant will be recalculated annually, and the life expectancy of his/her Spouse Beneficiary ... [check one]:

- a. also will be recalculated annually.
 - b. will not be recalculated.
 - 2. life expectancies will not be recalculated.
 - b. the life expectancy of the Participant will be recalculated annually, and the life expectancy of his/her Spouse Beneficiary ... [check one]:
 - 1. also will be recalculated annually.
 - 2. will not be recalculated.
 - c. life expectancies will not be recalculated.
- P.14. To determine the minimum distribution required to be made to a Beneficiary when the Participant dies prior to the Required Beginning Date (and prior to commencement of an irrevocable annuity), the 5-year rule ... [check one]:
- a. applies in all cases. [Skip to Section Q.]
 - b. applies, except that ... [check each that applies]:
 - 1. a Spouse Beneficiary
 - 2. any Beneficiary

... may elect to have minimum distributions commence by December 31 of the year following the year of the Participant's death, and such minimum distributions may continue beyond the 5-year limit. ... [check if applicable]:

 - 3. A Spouse Beneficiary may further elect to have minimum distributions commence at any time prior to December 31 of the calendar year in which the Participant would have reached age 70 1/2.
- P.15. To determine the minimum distribution required to be made to a Spouse Beneficiary when the Participant dies prior to the Required Beginning Date (and prior to commencement of an irrevocable annuity), ... [check one]:
- a. the Spouse Beneficiary can elect whether his/her life expectancy is to be recalculated. In the absence of an election, life expectancy ... [check one]:
 - 1. will be recalculated annually.
 - 2. will not be recalculated.
 - b. the life expectancy of the Spouse Beneficiary will be recalculated annually.
 - c. the life expectancy of the Spouse Beneficiary will not be recalculated.

Q. TOP-HEAVY PROVISIONS

TOP-HEAVY ELIGIBLE PARTICIPANT:
[PLAN SEC. 17.4(k)]

- Q.1. A Top-Heavy Eligible Participant is an Active Participant at some time during the Plan Year who is an Employee on the last day of the Plan Year and who is a Non-Key Employee ... [check if applicable]:
 - a. or a Key Employee

... with respect to the Plan Year.

TOP-HEAVY CONTRIBUTION REQUIREMENT:
[PLAN SEC. 17.1]

- Q.2. If the Plan is Top-Heavy and a defined contribution minimum must be provided under this Plan, the minimum contribution requirement will be satisfied ... [check one]:
 - a. by means of an additional contribution made solely on behalf of the Top-Heavy Eligible Participants. [NOTE: UNDER THIS OPTION, THE EMPLOYER SAFE-HARBOR AND/OR REGULAR PROFIT SHARING CONTRIBUTION WILL BE DETERMINED OR ALLOCATED AS PROVIDED IN SECTION H. AND/OR J, AND ADDITIONAL CONTRIBUTIONS WILL BE MADE AS NECESSARY TO SATISFY PLAN SEC. 17.1(a).]

- b. by modification of the otherwise applicable contribution formula or allocation method for the Employer Safe-Harbor or Regular Profit Sharing Contributions in accordance with Plan Sec. 17.1(b). [NOTE: THIS OPTION IS NOT APPROPRIATE IF THE PLAN DOES NOT OTHERWISE PROVIDE FOR AN EMPLOYER SAFE-HARBOR OR REGULAR PROFIT SHARING CONTRIBUTION. UNDER THIS OPTION, THE EMPLOYER SAFE-HARBOR AND/OR REGULAR PROFIT SHARING CONTRIBUTIONS WILL NOT BE DETERMINED OR ALLOCATED AS PROVIDED IN SECTION H. AND/OR J., BUT WILL INSTEAD BE DETERMINED OR ALLOCATED AS PROVIDED IN PLAN SEC. 17.1(b).]

TOP-HEAVY VESTING SCHEDULE:
[PLAN SEC. 17.2]

- Q.3. If the Plan was, but has ceased to be, Top-Heavy, the applicable vesting schedule specified in Plan Sec. 17.2 will ... [check one]:
- a. cease to apply. [NOTE: THIS WILL BE TREATED AS AN AMENDMENT TO THE VESTING SCHEDULE THAT IS SUBJECT TO THE PARTICIPANT ELECTION SPECIFIED IN PLAN SEC. 10.2(k).]
- b. continue to apply to all Participants.
- c. continue to apply to any Participant who has three or more years of vesting Service as of the last day the Plan is Top-Heavy (but not any other Participant).

[NOTE: IF THE VESTING SCHEDULE SPECIFIED IN PLAN SEC. 17.2 CONTINUES TO APPLY, A PARTICIPANT'S VESTED PERCENTAGE WILL BE THE GREATER OF THE VESTED PERCENTAGE UNDER SUCH SCHEDULE OR THE VESTING SCHEDULE THAT OTHERWISE APPLIES UNDER THE PLAN.]

COORDINATION WITH OTHER
QUALIFIED PLANS:
[PLAN SEC. 17.1]

- Q.4. Does any Controlled Group Member maintain another qualified plan? [check one]:
- a. No. [Skip to Section R.]
- b. Yes.
- Q.5. If this Plan is Top-Heavy, and if a Participant also is covered under another qualified defined contribution plan, the defined contribution minimum will be provided under ... [check one]:
- a. N/A - no such plan exists.
- b. the following plan [specify name]:____.
- c. this Plan.
- Q.6. If this Plan is Top-Heavy, and if a Participant also is covered under a qualified defined benefit plan, ... [check one]:
- a. N/A - no such plan exists. [Skip to Section R.]
- b. a defined benefit minimum of 2% per year of service (up to 20%) will be provided under the defined benefit plan.
- c. a defined contribution minimum of 5% will be provided under the defined contribution plan designated in Q.5. (or if there is no other defined contribution plan, or if another defined contribution plan is designated in Q.5. but the Participant is not covered under such plan, then under this Plan).
- d. other [specify manner in which top-heavy benefit will be provided; attach addendum if necessary]:____.
- Q.7. The Top-Heavy Ratio will be determined using the following interest rate and mortality assumptions to value accrued benefits under defined benefit plans [complete]:
- Interest: _____%
- Mortality: _____.

R. CODE SECTION 415 COORDINATION

415 COMPENSATION:
[PLAN SEC. 18.4(b)]

- R.1. The 415 Compensation of a Participant is his/her ... [check one]:
- a. Plan Compensation determined without regard to any exclusions elected in E.2. and without regard to the compensation limit imposed under Code Section 401(a)(17).
- b. earnings required to be reported in the Wages, Tips and other Compensation box of Form W-2.
- c. earnings for purposes of Code Section 415(c)(3).
- d. earnings for purposes of federal income for withholding.

[NOTE: FOR LIMITATION YEARS BEGINNING ON OR AFTER JANUARY 1, 1998, 415 COMPENSATION INCLUDES ELECTIVE DEFERRALS AND ANY CONTRIBUTIONS MADE AT THE ELECTION OF THE PARTICIPANT TO A CAFETERIA PLAN THAT IS EXCLUDED FROM GROSS INCOME UNDER CODE SECTION. 125.]

LIMITATION YEAR:
[PLAN SEC. 18.4(h)]

- R.2. The Limitation Year with respect to the Plan is the ... [check one of a. or b., and check c. if it applies]:
- a. Plan Year.
 - b. twelve-consecutive-month period ending each _____ [month day].

[check c. if the Limitation Year has been amended]
 - c. The Limitation Year has been amended. The last Limitation Year before the amendment ended ____ [month day, year], and the short Limitation Year resulting from the amendment began on the next day and ended ____ [month day, year].

CORRECTION METHOD:
[PLAN SEC. 18.1(b)]

- R.3. If Excess Annual Additions have been made under the Plan, the correction will be made using the ... [check one]: [NOTE: THE FOLLOWING CORRECTION METHOD APPLIES ONLY AFTER EMPLOYEE PRE-TAX AND AFTER-TAX CONTRIBUTIONS FOR THE LIMITATION YEAR HAVE BEEN REFUNDED TO THE PARTICIPANT.]
- a. individual reduction method - that is, the Excess Annual Additions will remain in the Participant's Account (so long as he/she remains an Active Participant) and will reduce Employer Contributions made on behalf of such Participant in future Limitation Years.
 - b. suspense account method - that is, the Excess Annual Additions will be placed in the Pending Allocation Account and will reduce Employer Contributions of all Participants in future Limitation Years.
 - c. current allocation method - that is, the Excess Annual Additions will be reallocated among other Active Participants as of the last day of the current Limitation Year in proportion to Plan Compensation.
- R.4. If a Pending Allocation Account is ever maintained to hold Excess Annual Additions, such Account ... [check one]: [NOTE: AN ELECTION MUST BE MADE EVEN IF THE INDIVIDUAL REDUCTION METHOD IS USED TO CORRECT EXCESS ANNUAL ADDITIONS, BECAUSE EXCESS ANNUAL ADDITIONS THAT REMAIN IN A PARTICIPANT'S CONTRIBUTION ACCOUNTS AT TERMINATION OF SERVICE MUST THEN BE CREDITED TO A PENDING ALLOCATION ACCOUNT.]
- a. will
 - b. will not
- ... share in investment gains and losses under the Plan.

COORDINATION WITH OTHER PLANS:
[PLAN SEC. 18.2 AND 18.3]

- R.5. Does any Controlled Group Member maintain (i) another qualified defined contribution plan (other than another master or prototype plan), (ii) a simplified employee pension as defined in Code Section 408(a), (iii) a welfare benefit fund as defined in Code Section 419(e), or (iv) an individual medical account as defined in Code Section 415(1)(2), under which amounts are treated as Annual Additions with respect to any Participant in this Plan? [check one]:
- a. No. [Skip to Section S.]
 - b. Yes.

- R.6. If a Participant is covered under another qualified defined contribution plan (other than a master or prototype plan) or under a simplified employee pension, welfare benefit fund or individual medical account of a Controlled Group Member, ... [check one]:
- a. the method used to coordinate the limit on Annual Additions will be the same method that would be used for a master or prototype plan under Plan Sec. 18.2(a).
- b. the Excess Annual Additions will be attributed ... [check one]:
1. last
2. first
- ... to this Plan.
- c. other [specify the method that will be used to coordinate the annual addition limits in a manner that precludes discretion; attach addendum if necessary]: _____ .

S. SPECIAL TESTING RULES

[NOTE: IF THIS ADOPTION AGREEMENT AMENDS THE PLAN TO RETROACTIVELY COMPLY WITH THE SMALL BUSINESS JOB PROTECTION ACT OF 1996 AND THE TAXPAYER RELIEF ACT OF 1997, COMPLETE AND ATTACH THE "SPECIAL TESTING RULES ADDENDUM".]

HIGHLY COMPENSATED EMPLOYEES: [PLAN SEC. 2.35]

- S.1. An Employee will be a Highly Compensated Employee if he/she is a more than five-percent owner at any time during the current Plan Year or the twelve-consecutive-month period immediately preceding the current Plan Year. [NOTE: THE CONSTRUCTIVE OWNERSHIP RULES UNDER CODE SECTION 318 APPLY FOR DETERMINING WHO IS A MORE THAN FIVE-PERCENT OWNER.]
- An Employee also will be a Highly Compensated Employee if his/her Compensation during the look-back period exceeded the limit in effect under Code Section 414(q)(1)(b) ... [check if applicable]: [NOTE: THE FOLLOWING ELECTION CAN ONLY BE MADE IF IT IS MADE IN ALL PLANS OF ALL CONTROLLED GROUP MEMBERS.]
- a. and the Employee was in the top-paid group for the look-back period.
- S.2. The look-back period is the ... [check one]:
- a. twelve-consecutive-month period immediately preceding the current Plan Year.
- b. calendar year ending within the current Plan Year. [NOTE: THIS ELECTION IS NOT APPROPRIATE IF THE PLAN YEAR IS THE CALENDAR YEAR, AND CAN ONLY BE MADE IF IT IS MADE IN ALL PLANS (OTHER THAN CALENDAR YEAR PLANS) OF ALL CONTROLLED GROUP MEMBERS.]

[NOTE: COMPLETE S.3. THROUGH S.10. ONLY IF THE PLAN HAS AN EMPLOYEE PRE-TAX OR AFTER-TAX COMPONENT.]

ADP/ACP TESTING METHOD: [PLAN SEC. 19.2 AND 19.3]

- S.3. The Actual Deferral Percentage Test and the Actual Contribution Percentage Test will be applied using the ... [select the method being used for the Plan Year for which this Adoption Agreement is effective]: [NOTE: IF THE PLAN IS DESIGNATED AS A SAFE-HARBOR PLAN, IT WILL BE DEEMED TO BE USING THE CURRENT YEAR TESTING METHOD - THUS, B. MUST BE ELECTED BELOW.]
- a. prior year testing method. [NOTE: IF THE PLAN FIRST IS REQUIRED TO APPLY THE ACTUAL DEFERRAL PERCENTAGE TEST OR ACTUAL CONTRIBUTION PERCENTAGE TEST IN A PLAN YEAR BEGINNING ON OR AFTER JANUARY 1, 1997 (AND THE PLAN IS NOT A SUCCESSOR PLAN), AND THE PRIOR YEAR TESTING METHOD IS USED FOR SUCH PLAN YEAR, THEN THE TEST WILL BE APPLIED FOR SUCH PLAN YEAR USING THE GREATER OF (i) 3%, OR (ii) THE ACTUAL DEFERRAL PERCENTAGE OR ACTUAL CONTRIBUTION PERCENTAGE, AS APPROPRIATE, OF THE NON-HIGHLY COMPENSATED EMPLOYEES FOR SUCH PLAN YEAR.]
- b. current year testing method. [NOTE: THE CURRENT YEAR TESTING ELECTION CAN BE CHANGED ONLY UNDER CIRCUMSTANCES PRESCRIBED BY THE IRS.]

OTHER ELECTIONS REGARDING ADP/ACP TESTING:

- S.4. In applying the Actual Deferral Percentage Test, ... [check each that applies]:
- a. Employer Regular Matching Contributions (to the extent such contributions satisfy the requirements to be Employer Qualified Matching Contributions (QMACs))

[PLAN SEC. 19.2, 19.3 AND 19.4] b. Employer Regular Profit Sharing Contributions (to the extent such contributions satisfy the requirements to be Employer Qualified Profit Sharing Contributions (QNECs))
... may be taken into account under such test at the discretion of the Plan Administrator.

S.5. In applying the Actual Contribution Percentage Test, ... [check each that applies]:

- a. Employee Pre-Tax Contributions
 - b. Employer Regular Profit Sharing Contributions (to the extent such contributions satisfy the requirements to be Employer Qualified Profit Sharing Contributions (QNECs))
- ... may be taken into account under such test at the discretion of the Plan Administrator.

[NOTE: EMPLOYER QUALIFIED MATCHING (QMACs) AND QUALIFIED PROFIT SHARING (QNECs) CONTRIBUTIONS (IF PERMITTED UNDER THE PLAN) MAY IN ALL CASES BE TAKEN INTO ACCOUNT IN APPLYING THE ACTUAL DEFERRAL PERCENTAGE TEST AND ACTUAL CONTRIBUTION PERCENTAGE TEST. ALSO, EMPLOYER SAFE-HARBOR PROFIT SHARING CONTRIBUTIONS MAY BE TAKEN INTO ACCOUNT IN APPLYING THE ACTUAL CONTRIBUTION PERCENTAGE TEST, BUT ONLY TO THE EXTENT THEY EXCEED THE MINIMUM CONTRIBUTION REQUIRED TO QUALIFY AS SAFE-HARBOR CONTRIBUTIONS UNDER CODE SECTION 401(k).]

S.6. If Employee After-Tax Contributions are allowed under the Plan, Employee Pre-Tax Contributions ... [check one]:

- a. N/A - Employee After-Tax Contributions are not allowed under the Plan.
- b. may not
- c. may at the discretion of the ... [check one]:

- 1. Plan Administrator
- 2. affected Participant

... be recharacterized as Employee After-Tax Contributions to the extent necessary to satisfy the Actual Deferral Percentage Test.

[NOTE: RECHARACTERIZATION IS PERMISSIBLE ONLY IF THE PLAN USES THE CURRENT YEAR TESTING METHOD AND THE PLAN CURRENTLY ALLOWS EMPLOYEE AFTER-TAX CONTRIBUTIONS, AND THEN ONLY IF THE RECHARACTERIZED AMOUNT, IN COMBINATION WITH EMPLOYEE AFTER-TAX CONTRIBUTIONS, DOES NOT EXCEED ANY LIMITS OTHERWISE IMPOSED UNDER THE PLAN ON EMPLOYEE AFTER-TAX CONTRIBUTIONS.]

S.7. If Employer Regular Matching Contributions are forfeited as Excess Aggregate Contributions, such forfeited amounts will be ... [check a., or check one of b. through d.]:

- a. N/A - the Plan provides for full and immediate vesting of Employer Regular Matching Contribution Accounts.
- b. applied in the same manner as any other Forfeiture from an Employer Regular Matching Contribution Account.
- c. allocated as of the last day of the Plan Year to which such Employer Regular Matching Contributions relate among the Non-Highly Compensated Employees with respect to such Plan Year who are Active Participants in the ... [check one]:
 - 1. Employee Pre-Tax Component
 - 2. Employer Regular Matching Component
 - 3. Employer Regular Profit Sharing Component

... during such Plan Year and who have otherwise satisfied the requirements to receive a contribution under such Component for such Plan Year. The allocation will be made in proportion to the Plan Compensation for the Plan Year of each eligible Participant.

d. applied as a credit against Employer Safe-Harbor and/or Regular Matching

Contributions that are made under the Plan, as and when directed by the Lead Employer.

- S.8. If the multiple use test is failed for a Plan Year (after corrective contributions or distributions, if any), ... [check one]:
- a. the Actual Contribution Percentage
 - b. the Actual Deferral Percentage
 - c. the Actual Contribution Percentage and Actual Deferral Percentage (proportionately)

... will be reduced as necessary to satisfy such test. [NOTE: IF CONTRIBUTIONS OF THE SAME TYPE ARE MADE UNDER MORE THAN ONE PLAN, THE CORRECTION WILL BE MADE UNDER THE PLAN DESIGNATED BY THE PLAN ADMINISTRATOR.]

GAIN OR LOSS ON EXCESS CONTRIBUTIONS:
[PLAN SEC. 19.1(d), 19.2(d) AND 19.3(d)]

- S.9. The gain or loss allocable to Excess Elective Deferrals that are refunded to a Participant, or allocable to Excess Contributions or Excess Aggregate Contributions distributed to satisfy the Actual Deferral Percentage Test, Actual Contribution Percentage Test, or multiple use test, will be determined using ... [check one]:

- a. the safe harbor method specified in the Plan.
- b. a method established by the Plan Administrator that reasonably reflects the manner in which gain or loss is allocated under the Plan.

- S.10. The gain or loss allocated ... [check one]:

- a. does not
- b. does

... include gain or loss for the "gap period" - that is, the period from the end of the year to the date of distribution.

T. SPECIAL EFFECTIVE DATE RULES

- T.1. The following Components are added and effective after the Original Effective Date or Amendment Effective Date specified in Section A ... [check each that applies]:

- a. Employee Pre-Tax Component
Effective Date:_____.
- b. Employee After-Tax Component
Effective Date:_____.
- c. Employer Regular Matching Component
Effective Date:_____[must be the first day of a Matching Contribution Period].
- d. Employer Regular Profit Sharing Component
Effective Date:_____.
- e. Employer Qualified Matching and Qualified Profit Sharing Component
Effective Date:_____.
- f. Employer Prevailing Wage Component
Effective Date:_____.

- T.2. The effective date for the following provisions is different than the Original Effective Date or Amendment Effective Date specified in Section A ... [complete as appropriate]:

- a. The Trust Agreement incorporated by reference into this Agreement as it pertains to those assets contributed for the 2002 profit sharing contribution.
Effective Date: December 15, 2002.
- b. _____.

Effective Date:_____.

c. [] _____.
Effective Date:_____.

d. [] _____.
Effective Date:_____.

U. FROZEN CONTRIBUTIONS ACCOUNTS

U.1. The following Components have been removed, but Contribution Accounts still exist under the Plan for contributions made under the Component (these are referred to as "Frozen" Contribution Accounts) ... [check each that applies]: [NOTE: COMPLETE THE FROZEN CONTRIBUTION ACCOUNT ADDENDUM.]

- a. [X] Employee Rollover Component
- b. [] Employee After-Tax Component
- c. [] Employee Deductible Component
- d. [] Employee Safe-Harbor Matching and/or Safe-Harbor Profit Sharing Component
- e. [X] Employer Regular Matching Component
- f. [] Employer Regular Profit Sharing Component (including Prevailing Wage Component)
- g. [] Employer Qualified Matching and/or Qualified Profit Sharing Component
- h. [] Employer Pension Component

V. OTHER INFORMATION FOR THE PARTICIPATING EMPLOYERS

Failure to fill out this Adoption Agreement completely and correctly may result in failure of the Plan to qualify under Code Section 401(a).

The Plan Administrator is responsible for administration of the Plan, including the filing of the annual report on Form 5500 and the preparation and delivery of summary plan descriptions, summaries of material modifications and summary annual reports. The Lead Employer and other fiduciaries agree to obtain bonds as required by law. [ERISA Section 412.]

Inquiries regarding the adoption of the Plan, the meaning of its provisions or the effect of the opinion letter should be directed to the financial organization or other entity from which the Lead Employer obtained the Plan or to the Sponsor of the Prototype.

W. SPONSOR OF THE PROTOTYPE

The Sponsor of the Prototype is Scudder Trust Company

Scudder Trust Company
11 Northeastern Boulevard
Salem, NH 03079-1953
Phone Number: (617) 295-1000

The Sponsor of the Prototype (or its authorized representative) will inform the Lead Employer if any amendments are made to the Prototype Defined Contribution Plan, or if the Prototype Defined Contribution Plan is discontinued or abandoned.

[The remaining portion of the page is intentionally blank]

X. RELIANCE ON IRS OPINION LETTER

The Participating Employers may rely on an opinion letter issued by the Internal Revenue Service ("IRS") as evidence that the Plan is qualified under Code Section 401(a) only to the extent provided in Announcement 2001-77, 2001-30 I.R.B.

The Participating Employers may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Announcement 2001-77.

In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with Basic Plan Document #03.

Y. LEAD EMPLOYER SIGNATURE

IN WITNESS WHEREOF, the Lead Employer has caused this Adoption Agreement to be adopted effective as of the Original Effective Date or Amendment Effective Date (in Section A. Preamble).

YOU SHOULD CONSULT WITH AN ATTORNEY OR OTHER INDEPENDENT QUALIFIED ADVISOR AS TO THE LEGAL AND TAX EFFECT OF ADOPTING THE PLAN.

Date signed: _____ Lead Employer: Range Resources Corporation

By: _____

Name [print]: _____

Its [title]: _____

Z. TRUSTEE OR CUSTODIAN SIGNATURE

FOR TRUST AGREEMENT

The Trustee(s) hereby accepts appointment as such in accordance with the Prototype Trust Agreement.

FOR INDIVIDUAL TRUSTEE(S) SERVING PURSUANT TO THE "TRUST AGREEMENT FOR INDIVIDUAL TRUSTEES" (ATTACH ADDITIONAL SHEETS IF NECESSARY)

Date signed: _____

Effective: _____

Trustee (1): _____

Signature

Trustee (2): _____

Signature

Trustee (3): _____

Signature

Trustee (4): _____

Signature

FOR A FINANCIAL ORGANIZATION SERVING PURSUANT TO THE "TRUST AGREEMENT FOR DIRECTED TRUSTEE" OR THE "TRUST AGREEMENT WITH DISCRETIONARY TRUSTEE OPTION"

Date signed: _____

Effective: _____

Trustee: Scudder Trust Company

By: _____

Name [print]: _____

Its [title]: _____

[additional signature is optional]

And: _____

Name [print]: _____

Its [title]: _____

OR

FOR CUSTODIAL AGREEMENT

The Custodian hereby accepts its appointment as such in accordance with the Custodial Agreement.

Date signed: _____

Custodian: _____

Effective: _____

By: _____

Name [print]: _____

Its [title]: _____

SCUDDER TRUST COMPANY
PROTOTYPE DEFINED CONTRIBUTION PLAN

PREDECESSOR EMPLOYER ADDENDUM

The following Predecessor Employers are covered by Section D.13. of the Adoption Agreement (in addition to those listed in Section D.13. of the Adoption Agreement):

Employment with the following Predecessor Employer(s) which did not maintain the Plan ... [complete as appropriate]: [NOTE: CODE SECTION 414(a) REQUIRES THAT SERVICE WITH A PREDECESSOR EMPLOYER BE TAKEN INTO ACCOUNT IF A PLAN OF THE PREDECESSOR EMPLOYER IS MAINTAINED BY A CONTROLLED GROUP MEMBER. THE SERVICE CREDIT IS IN ADDITION TO THAT REQUIRED UNDER CODE SECTION 414(a).]

Name:_____.
Employer Identification Number:.

.... counts as Service for ... [check each that applies]:

1. eligibility purposes, with Service with the Predecessor Employer calculated based on ... [check one]:

a. Hours of Service from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]:_____.

b. elapsed time from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]:_____.

2. vesting purposes, with Service with the Predecessor Employer calculated based on ... [check one]:

a. Hours of Service from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]:_____.

b. elapsed time from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]:_____.

However, prior service credit for vesting purposes will be limited to _____ years. [complete if desired.]

3. determining whether the Participant is entitled to share in the Employer Regular Matching or Regular Profit Sharing Contribution. For such Participant, the compensation paid by the Predecessor Employer ... [check one]:

- a. is not
- b. is

... counted as Plan Compensation for purposes of determining or allocating the Employer Regular Matching or Regular Profit Sharing Contribution for the first year of participation under this Plan.

Name:_____.
Employer Identification Number:_____.

.... counts as Service for ... [check each that applies]:

1. eligibility purposes, with Service with the Predecessor Employer calculated based on ... [check one]:

a. Hours of Service from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]:_____.

b. elapsed time from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]:_____.

2. vesting purposes, with Service with the Predecessor Employer calculated based on ... [check one]:

a. Hours of Service from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]:_____.

b. elapsed time from ... [check one]:

1. last date of hire.
2. original date of hire.
3. other [specify]:_____.

However, prior service credit for vesting purposes will be limited to_____years. [complete if desired.]

3. determining whether the Participant is entitled to share in the Employer Regular Matching or Regular Profit Sharing Contribution. For such Participant, the compensation paid by the Predecessor Employer ... [check one]:

- a. is not
- b. is

... counted as Plan Compensation for purposes of determining or allocating the Employer Regular Matching or Regular Profit Sharing Contribution for the first year of participation under this Plan.

ATTACH ADDITIONAL SHEETS IF NECESSARY.

SCUDDER TRUST COMPANY
PROTOTYPE DEFINED CONTRIBUTION PLAN

PARTICIPATING EMPLOYER ADDENDUM

The following Controlled Group Members are Participating Employers in the Plan
(in addition to those listed in Section B.3. of the Adoption Agreement):

Participating Employer:

Name: _____.
EIN:_____.

ATTACH ADDITIONAL SHEETS IF NECESSARY.

SCUDDER
INVESTMENTS

SCUDDER TRUST COMPANY
PROTOTYPE DEFINED CONTRIBUTION PLAN

SUPPLEMENTAL INFORMATION - LEAD EMPLOYER

LEAD EMPLOYER INFORMATION

- LEAD EMPLOYER:
[B.1]
- B.1 a. Lead Employer Name: Range Resources Corporation
- B.2. Complete the following information about the Lead Employer ... [complete]:
- a. Address ... [complete]:
1. Lead Employer EIN: 34-1312571
 2. SIC Code: 324110
 3. Address: 777 Main Street Suite 800
 4. City: Fort Worth
 5. State: Texas
 6. Zip Code: 76102
 7. Phone Number: 817-870-2601
- b. Fiscal year end ... [check one]:
1. December 31 _____ [month year]
 2. 52/53 week year: [describe]: _____
- c. Type of business entity ... [check one]:
1. C Corporation
 2. S Corporation
 3. Limited Liability Corporation
 4. Partnership
 5. Limited Liability Partnership
 6. Sole Proprietorship
 7. other [specify]: _____
- d. Is the Lead Employer a Participating Employer in the Plan?
1. Yes
 2. No
- e. Contact person for Lead Employer ... [complete]:
1. Name: Carol Culpepper
 2. Phone Number: 817-870-2601
 3. E-mail: _____
- B.2.1. Are there other business entities that are part of the controlled (or affiliated service) group of the Lead Employer? ...
- a. Yes [NOTE: FOR EACH CONTROLLED (OR AFFILIATED SERVICE) GROUP MEMBER, COMPLETE THE SHEET LABELED SUPPLEMENTAL INFORMATION - CONTROLLED GROUP MEMBERS]
 - b. No

SCUDDER
INVESTMENTS

SCUDDER TRUST COMPANY
PROTOTYPE DEFINED CONTRIBUTION PLAN

SUPPLEMENTAL INFORMATION - FUNDING VEHICLE

FUNDING INFORMATION

[INSTRUCTION: COMPLETE THE FOLLOWING IF AN INDIVIDUAL OR A COMMITTEE OF
INDIVIDUALS IS A "TRUSTEE" OF ALL OR ANY PORTION OF THE PLAN ASSETS.]

FUNDING VEHICLE: C.5. The Trustee is the following individual or committee of individuals ...
[C.5] [complete]:

1. individual trustee(s) ... [complete]:

a. List the trustee(s)

1. Name: _____
2. Name: _____
3. Name: _____
4. Name: _____
5. Name: _____
6. Name: _____
7. Name: _____
8. Name: _____

b. Trustee contact ... [complete]:

1. Name: _____
2. Address: _____
3. City: _____
4. State: _____
5. Zip Code: _____
6. Phone Number: _____
7. E-mail: _____

[INSTRUCTION: COMPLETE THE FOLLOWING IF A FINANCIAL ORGANIZATION IS A "TRUSTEE"
OF ALL OR ANY PORTION OF THE PLAN ASSETS.]

FUNDING VEHICLE: C.5. The Trustee is the following financial organization ... [complete]:
[C.5]

2. a financial organization serving pursuant to the Trust Agreement ... [check one]:

c. Scudder Trust Company
11 Northeastern Boulevard
Salem, N.H. 03079
EIN: 02-0443137

d. Trustee information ... [complete]:

1. Name: _____
2. EIN: _____
3. Address: _____
4. City: _____
5. State: _____
6. Zip Code: _____

Trustee contact ... [complete]:

7. Name: _____
8. Phone Number: _____
9. E-mail: _____

[INSTRUCTION: COMPLETE THE FOLLOWING IF A FINANCIAL ORGANIZATION IS A "CUSTODIAN" OF ALL OR ANY PORTION OF THE PLAN ASSETS.]

FUNDING VEHICLE: C.5. The Custodian is the following financial organization ... [complete]:
[C.5]

1. Custodian information ... [complete]:

- a. Name: _____
- b. EIN: _____
- c. Address: _____
- d. City: _____
- e. State: _____
- f. Zip Code: _____

2. Custodian contact ... [complete]:

- a. Name: _____
- b. Phone Number: _____
- c. E-mail: _____

[INSTRUCTION: COMPLETE THE FOLLOWING IF THE PLAN IS FUNDED IN WHOLE OR IN PART THROUGH A GROUP ANNUITY CONTRACT WITH AN INSURANCE COMPANY (OTHER THAN A GROUP ANNUITY CONTRACT HELD AS AN ASSET OF A TRUST).]

FUNDING VEHICLE: C.5. The Annuity Funding Contract is with the following insurance company ... [complete]:
[C.5]

1. Insurance company information ... [complete]:

- a. Name: _____
- b. EIN: _____
- c. Address: _____
- d. City: _____
- e. State: _____
- f. Zip Code: _____
- g. Phone Number: _____

2. The contact person is ... [complete]:

- a. Name: _____
- b. Phone Number: _____
- c. E-mail: _____

SCUDDER
INVESTMENTS

SCUDDER TRUST COMPANY
PROTOTYPE DEFINED CONTRIBUTION PLAN

SUPPLEMENTAL INFORMATION - PLAN FEATURES

PLAN FEATURE INFORMATION

AGENT FOR LEGAL PROCESS: C.2.1 Who will be the agent for service of legal process? ... [check one]:

- a. The contact person for the Lead Employer
b. The following person ... [complete]:

1. Name: _____
2. Address: _____
3. City: _____
4. State: _____
5. Zip Code: _____
6. Phone Number: _____

RELATING TO PARTICIPANT ELECTIONS: C.7. Participant elections ... be changed by electronic media (e.g., voice response unit or intranet)

- a. can
b. cannot

C.8 The administrative forms used for this Plan ... require approval by the Plan Administrator ... [check one]:

- a. will
b. will not

C.10 Is the Plan Administrator responsible for processing address changes? ... [check one]:

- a. Yes
b. No, address changes are done via telephone with the recordkeeper ... [complete]:

1. The phone number is: _____

RELATING TO INVESTMENTS: C.11 Are participants allowed to self-direct the investment of any of their accounts? ... [check one]:

- a. Yes ... [complete the following]:

1. In what percentage increments can participant investment changes be made? ... [check one]:

- a. 5%
b. 10%
c. other [specify]: 1 %

2. Can a participant rebalance the investment of his/her current account when he/she files investment directions for new contributions? ... [check one]:

- a. Yes
b. No

- b. No

C.11.1 Does the Plan have an Investment Policy? ... [check one]:

- a. Yes. [NOTE: COMPLETE THE PARTICIPANT INVESTMENT POLICY QUESTIONNAIRE]
b. No

C.12 Are participant loans allowed from the plan? ... [check one]:

- a. Yes. [NOTE: COMPLETE THE PARTICIPANT LOAN POLICY QUESTIONNAIRE]
- b. No

RELATING TO COLLECTIVE BARGAINING EMPLOYEES:

C.9 Are members of any collective bargaining units eligible to participate in the Plan? ... [check one]:

- a. No
- b. Yes, members of the following collective bargaining units are eligible to participate in the plan ... [specify]:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____

RELATING TO DEFERRAL CHANGES:

F.16 Are deferral elections (changes in enrollment percentage, etc.) - other than the initial election - required to be done electronically (that is, by voice response or web)? ... [check one]:

- a. Yes
- b. No, a participant can make changes via paper form ... [complete]:

- 1. Can a participant elect a deferred date on which a change in his/her deferral percentage will take effect? ... [check one]:
 - a. No, all changes are effective as soon as administratively practicable after the form is filed.
 - b. Yes, a participant can specify a later date on which a change will take effect.

F.17 The initial deferral election can be made ... [check each that applies]:

- a. on a paper enrollment form.
- b. electronically (that is, by voice response or web).

RELATING TO ROLLOVER CONTRIBUTIONS:

L.4 Will the Plan accept a personal check for rollovers? ... [check one]:

- a. Yes
- b. No, only cashier's checks or money orders will be accepted.

- RELATING TO DISTRIBUTIONS:
- P.16 Is a Participant allowed to specify the Contribution Account from which a withdrawal or distribution is to be made? ... [check one]:
- a. N/A [NOTE: THIS OPTION IS APPROPRIATE ONLY IF THERE IS ONLY ONE CONTRIBUTION ACCOUNT OR IF WITHDRAWALS OR DISTRIBUTIONS CAN NEVER BE MADE FROM MORE THAN ONE CONTRIBUTION ACCOUNT.]
 - b. Yes
 - c. No
- P.17 Does the plan allow rollover checks to be sent directly to the rollover plan or IRA? ... [check one]:
- a. Yes
 - b. No, a check will be sent (made payable to the rollover plan or IRA) to the Participant.
- P.18. Will a rollover option to a specific financial organization be available on the rollover forms? ... [check one]:
- a. Yes, the following financial organization ... [specify]:
Scudder Investments
 - b. No, a check will be sent (made payable to the rollover plan or IRA) to the Participant.

SCUDDER TRUST COMPANY
PROTOTYPE DEFINED CONTRIBUTION PLAN

FROZEN ACCOUNT ADDENDUM

The following vesting and withdrawal rules apply to frozen accounts under this Plan.

A. FROZEN EMPLOYEE ROLLOVER COMPONENT

- VESTING: [PLAN SEC. 10.2(e)] A.1. A Participant's vested percentage in his/her Frozen Employee Rollover Contribution Account will be 100% at all times.
- IN-SERVICE WITHDRAWALS: [PLAN SEC. 11.2] A.2. Withdrawals are allowed from Frozen Employee Pre-Tax Contribution Accounts... [check a., or check each of b. and c. that applies]:
- a. for any reason and at any time.
 - b. for any reason after ... [check one]:
 - 1. Normal Retirement Age (or age 59 1/2, if later).
 - 2. age 59 1/2.
 - 3. age _____ [60 or more].
 - c. at any age on account of Hardship.

B. FROZEN EMPLOYEE AFTER-TAX COMPONENT

- VESTING: [PLAN SEC. 10.2(e)] B.1. A Participant's vested percentage in his/her Frozen Employee After-Tax Contribution Account will be 100% at all times.
- IN-SERVICE WITHDRAWALS: [PLAN SEC. 11.2] B.2. Withdrawals are allowed from Frozen Employee After-Tax Contribution Accounts... [check one]:
- a. N/A - in-service withdrawals are not allowed.
 - b. for any reason and at any time.
 - c. for any reason after ... [check one]:
 - 1. Normal Retirement Age.
 - 2. age 59 1/2.
 - 3. age_____.

C. FROZEN EMPLOYEE DEDUCTIBLE COMPONENT

- VESTING: [PLAN SEC. 10.2(e)] C.1. A Participant's vested percentage in his/her Frozen Employee Deductible Contribution Account will be 100% at all times.
- IN-SERVICE WITHDRAWALS: [PLAN SEC. 11.2] C.2. Withdrawals are allowed from Frozen Employee Deductible Contribution Accounts... [check one]:
- a. N/A - in-service withdrawals are not allowed.
 - b. for any reason and at any time.
 - c. for any reason after ... [check one]:
 - 1. Normal Retirement Age.
 - 2. age 59 1/2.
 - 3. age_____.

D. FROZEN EMPLOYER SAFE-HARBOR COMPONENT

- VESTING: [PLAN SEC. 10.2(e)] D.1. A Participant's vested percentage in his/her Frozen Employer Safe-Harbor Matching and/or Safe-Harbor Profit Sharing Contribution Account will be 100% at all times.
- IN-SERVICE WITHDRAWALS: [PLAN SEC. 11.2] D.2. Withdrawals are allowed from Frozen Employer Safe-Harbor Matching and/or Safe-Harbor Profit Sharing Contribution Accounts ... [check one]:
- a. N/A - in-service withdrawals are not allowed.
 - b. for any reason after ... [check one]:
 - 1. Normal Retirement Age (or age 59 1/2 if later).
 - 2. age 59 1/2.
 - 3. age _____ [60 or more].
 - c. for Hardship after age 59 1/2.

E. FROZEN EMPLOYER REGULAR MATCHING COMPONENT

- VESTING: [PLAN SEC. 10.2(e)] E.1. A Participant's vested percentage in his/her Frozen Employer Regular Matching Contribution Account will be ... [check one]:
- a. 100% at all times.
 - b. determined under the following schedule ... [complete as desired]:

YEARS OF SERVICE -----	VESTED PERCENTAGE -----
0	0%
1	____%
2	____%
3	____% [20% or more]
4	____% [40% or more]
5	____% [60% or more]
6	____% [80% or more]
7 or more	100%

- c. determined under the following schedule ... [complete as desired]:

YEARS OF SERVICE -----	VESTED PERCENTAGE -----
0	0%
1	____%
2	____%
3	____%
4	____%
5 or more	100%

[NOTE: IF THE PLAN IS TOP-HEAVY, AND IF THE VESTING SCHEDULE SPECIFIED ABOVE DOES NOT SATISFY THE VESTING REQUIREMENTS APPROPRIATE FOR A TOP-HEAVY PLAN UNDER PLAN SEC. 17.2, THE VESTED PERCENTAGE OF THE PARTICIPANT WILL BE THE GREATER OF THE VESTED PERCENTAGE DETERMINED UNDER THE VESTING SCHEDULE SPECIFIED ABOVE OR THE APPLICABLE VESTING SCHEDULE SPECIFIED IN PLAN SEC. 17.2.]

TREATMENT OF FORFEITURES:
[PLAN SEC. 5.2(g)]

- E.2. A Pending Allocation Account that reflects Forfeitures from Frozen Employer Regular Matching Contribution Accounts ... [check one]:
- a. can
 - b. cannot
- ... be applied to pay administrative expenses of the Plan if so directed by the Plan Administrator.
- E.3. A Pending Allocation Account that reflects Forfeitures from Frozen Employer Regular Matching Contribution Accounts (to the extent not applied to pay administrative expenses if permitted in E.2) will be ... [check one]:
- a. applied as a credit against ... [check each that applies]:
 - 1. Employer Safe-Harbor Matching Contributions
 - 2. Employer Safe-Harbor and/or Regular Profit Sharing Contributions... that are made under the Plan, as and when directed by the Lead Employer.
 - b. allocated as of the last day of the Plan Year as an additional Employer Profit Sharing Contribution. The allocation will be made in the same manner (and as part of) any variable contribution, or in proportion to any fixed contribution, under the Plan.
[NOTE: IF THE PLAN PROVIDES FOR A FIXED EMPLOYER REGULAR PROFIT SHARING CONTRIBUTION DETERMINED UNDER AN INTEGRATED FORMULA, THE PENDING ALLOCATION ACCOUNT WILL BE ALLOCATED IN PROPORTION TO PLAN COMPENSATION FOR THE PLAN YEAR.]
 - c. allocated as of the last day of the Plan Year in proportion to Plan Compensation for the Plan Year. The allocation will be among all eligible Participants who are eligible to receive any Employer Contribution for the Plan Year or, if there are no such Participants, among all eligible Participants who are eligible to make an Employee Contribution for the Plan Year.

IN-SERVICE WITHDRAWALS:
[PLAN SEC. 11.2]

- E.4. Withdrawals are allowed from Frozen Employer Regular Matching Contribution Accounts ... [check a., or check each of b. through d. that applies]:
- a. N/A - in-service withdrawals are not allowed.
 - b. for any reason after ... [check one]:
 - 1. Normal Retirement Age.
 - 2. age 59 1/2.
 - 3. age _____ [check each that applies]:
 - a. and completion of _____ years of ... [check one]:
 - 1. vesting Service.
 - 2. participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]
 - b. but only if at the time of the withdrawal the Participant is ... [check one]:
 - 1. fully vested
 - 2. at least _____ % vested
 - ... in his/her Frozen Employer Regular Matching Contribution Account.
 - 4. completion of _____ years of ... [check one]:
 - a. vesting Service.
 - b. participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]
- c. at any age on account of Hardship ... [check if applicable]:
 - 1. but only if at the time of the withdrawal the Participant is ... [check one]:
 - a. fully vested
 - b. at least _____ % vested
 - ... in his/her Frozen Employer Regular Matching Contribution Account.
- d. for any reason, but only if at the time of the withdrawal the Participant is fully vested in his/her Frozen Employer Regular Matching Contribution Account, and provided the withdrawal may not include amounts allocated to the Contribution Account within two years prior to the withdrawal ... [check if applicable]: [NOTE: THE CALCULATION OF THE MAXIMUM AMOUNT AVAILABLE FOR WITHDRAWAL IS SET FORTH IN PLAN SEC. 11.2(a).]
 - 1. unless the Participant has completed five years of participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]

F. FROZEN EMPLOYER REGULAR PROFIT SHARING COMPONENT

VESTING:
[PLAN SEC. 10.2(e)]

- F.1. A Participant's vested percentage in his/her Frozen Employer Regular Profit Sharing Contribution Account will be ... [check one]:
- a. 100% at all times. [Skip to F.4.]
 - b. determined under the following schedule ... [complete as desired]:

YEARS OF SERVICE	VESTED PERCENTAGE	
-----	-----	
0	0%	
1	____%	
2	____%	
3	____%	[20% or more]
4	____%	[40% or more]
5	____%	[60% or more]
6	____%	[80% or more]
7 or more	100%	

c. determined under the following schedule ... [complete as desired]:

YEARS OF SERVICE	VESTED PERCENTAGE
-----	-----
0	0%
1	____%
2	____%
3	____%
4	____%
5 or more	100%

[NOTE: IF THE PLAN IS TOP-HEAVY, AND IF THE VESTING SCHEDULE SPECIFIED ABOVE DOES NOT SATISFY THE VESTING REQUIREMENTS APPROPRIATE FOR A TOP-HEAVY PLAN UNDER PLAN SEC. 17.2, THE VESTED PERCENTAGE OF THE PARTICIPANT WILL BE THE GREATER OF THE VESTED PERCENTAGE DETERMINED UNDER THE VESTING SCHEDULE SPECIFIED ABOVE OR THE APPLICABLE VESTING SCHEDULE SPECIFIED IN PLAN SEC. 17.2.]

TREATMENT OF FORFEITURES:
[PLAN SEC. 6.2(c)]

F.2. A Pending Allocation Account that reflects Forfeitures from Frozen Employer Regular Profit Sharing Contribution Accounts ... [check one]:

- a. can
- b. cannot

... be applied to pay administrative expenses of the Plan if so directed by the Plan Administrator.

F.3. A Pending Allocation Account that reflects Forfeitures from Frozen Employer Regular Profit Sharing Contribution Accounts (to the extent not applied to pay administrative expenses if permitted in F.2) will be ... [check one]:

a. applied as a credit against ... [check each that applies]:

- 1. Employer Safe-Harbor and/or Regular Matching Contributions
- 2. Employer Safe-Harbor Profit Sharing Contributions

... that are made under the Plan, as and when directed by the Lead Employer.

b. allocated as of the last day of the Plan Year in proportion to Plan Compensation for the Plan Year. The allocation will be among all eligible Participants who are eligible to receive any Employer Contribution for the Plan Year or, if there are no such Participants, among all eligible Participants who are eligible to make an Employee Contribution for the Plan Year.

IN-SERVICE WITHDRAWALS:
[PLAN SEC. 11.2]

F.4. Withdrawals are allowed from Frozen Employer Regular Profit Sharing Contribution Accounts... [check a., or check each of b. through d. that applies]:

- a. N/A - in-service withdrawals are not allowed.
- b. for any reason after ... [check one]:

- 1. Normal Retirement Age.
- 2. age 59 1/2.

3. age ____ ... [check each that applies]:
- a. and completion of _____ years of ... [check one]:
1. vesting Service.
 2. participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]
- b. but only if at the time of the withdrawal the Participant is... [check one]:
1. fully vested
 2. at least _____ % vested
- ... in his/her Frozen Employer Regular Profit Sharing Contribution Account.
4. completion of _____ years of ... [check one]:
- a. vesting Service.
 - b. participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]
- c. at any age on account of Hardship ... [check if applicable]:
1. but only if at the time of the withdrawal the Participant is ... [check one]:
- a. fully vested
 - b. at least _____ % vested
- ... in his/her Frozen Employer Regular Profit Sharing Contribution Account.
- d. for any reason, but only if at the time of the withdrawal the Participant is fully vested in his/her Frozen Employer Regular Profit Sharing Contribution Account, and provided the withdrawal may not include amounts allocated to the Contribution Account within two years prior to the withdrawal ... [check if applicable]: [NOTE: THE CALCULATION OF THE MAXIMUM AMOUNT AVAILABLE FOR WITHDRAWAL IS SET FORTH IN PLAN SEC. 11.2(a).]
1. unless the Participant has completed five years of participation in the Plan. [NOTE: PARTICIPATION IS MEASURED ON AN ELAPSED TIME BASIS FROM THE ENTRY DATE.]

G. FROZEN EMPLOYER QUALIFIED MATCHING AND PROFIT SHARING COMPONENT

VESTING:
[PLAN SEC. 10.2(e)]

G.1. A Participant's vested percentage in his/her Frozen Employer Qualified Matching and/or Qualified Profit Sharing Contribution Account will be 100% at all times.

IN-SERVICE WITHDRAWALS:
[PLAN SEC. 11.2]

G.2. Withdrawals are allowed from Frozen Employer Qualified Matching and/or Qualified Profit Sharing Contribution Accounts ... [check one]:

- a. N/A - in-service withdrawals are not allowed.
 - b. for any reason after ... [check one]:
1. Normal Retirement Age (or age 59 1/2, if later).
 2. age 59 1/2.
 3. age _____ [60 or more].

c. for Hardship after age 59 1/2.

H. FROZEN EMPLOYER PENSION COMPONENT

VESTING:
[PLAN SEC. 10.2(e)]

- H.1. A Participant's vested percentage in his/her Frozen Employer Pension Contribution Account will be ... [check one]:
- a. 100% at all times. [Skip to H.4.]
- b. determined under the following schedule ... [complete as desired]:

YEARS OF SERVICE -----	VESTED PERCENTAGE -----
0	0%
1	___%
2	___%
3	___% [20% or more]
4	___% [40% or more]
5	___% [60% or more]
6	___% [80% or more]
7 or more	100%

- c. determined under the following schedule ... [complete as desired]:

YEARS OF SERVICE -----	VESTED PERCENTAGE -----
0	0%
1	___%
2	___%
3	___%
4	___%
5 or more	100%

[NOTE: IF THE PLAN IS TOP-HEAVY, AND IF THE VESTING SCHEDULE SPECIFIED ABOVE DOES NOT SATISFY THE VESTING REQUIREMENTS APPROPRIATE FOR A TOP-HEAVY PLAN UNDER PLAN SEC. 17.2, THE VESTED PERCENTAGE OF THE PARTICIPANT WILL BE THE GREATER OF THE VESTED PERCENTAGE DETERMINED UNDER THE VESTING SCHEDULE SPECIFIED ABOVE OR THE APPLICABLE VESTING SCHEDULE SPECIFIED IN PLAN SEC. 17.2.]

TREATMENT OF FORFEITURES:
[PLAN SEC. 7.2]

- H.2. A Pending Allocation Account that reflects Forfeitures from Frozen Employer Pension Contribution Accounts ... [check one]:
- a. can
- b. cannot

... be applied to pay administrative expenses of the Plan if so directed by the Plan Administrator.

- H.3. A Pending Allocation Account that reflects Forfeitures from Frozen Employer Pension Contribution Accounts (to the extent not applied to pay administrative expenses if permitted in H.2) will be ... [check one]:

- a. applied as a credit against ... [check each that applies]:
1. Employer Safe-Harbor and/or Regular Matching Contributions
 2. Employer Safe-Harbor and/or Regular Profit Sharing Contributions
- ... that are made under the Plan, as and when directed by the Lead Employer.
- b. allocated as of the last day of the Plan Year as an additional ... [check one]:
1. Employer Regular Matching Contribution.
 2. Employer Regular Profit Sharing Contribution. [NOTE: IF THE PLAN PROVIDES FOR A FIXED CONTRIBUTION DETERMINED UNDER AN INTEGRATED FORMULA, THE ALLOCATION WILL BE MADE IN PROPORTION TO PLAN

COMPENSATION FOR THE PLAN YEAR.]

The allocation will be made in the same manner as (and as part of) any variable contribution, or in proportion to any fixed contribution, under the Plan. [NOTE: IF THE PLAN PROVIDES FOR A VARIABLE CONTRIBUTION (E.G., A DISCRETIONARY CONTRIBUTION), AND A CONTRIBUTION IS NOT MADE FOR A PLAN YEAR, THE ALLOCATION WILL BE MADE IN THE SAME MANNER AS THE VARIABLE CONTRIBUTION WOULD HAVE BEEN ALLOCATED.]

- c. allocated as of the last day of the Plan Year in proportion to Plan Compensation for the Plan Year. The allocation will be among all eligible Participants who are eligible to receive any Employer Contribution for the Plan Year or, if there are no such Participants, among all eligible Participants who are eligible to make an Employee Contribution for the Plan Year.

IN-SERVICE WITHDRAWALS:
[PLAN SEC. 11.2]

- H.4. Withdrawals are allowed from Frozen Employer Pension Contribution Accounts ... [check one]:
 - a. N/A - in-service withdrawals are not allowed.
 - b. for any reason after Normal Retirement Age.

SPECIAL TESTING RULES ADDENDUM

THIS SPECIAL TESTING RULES ADDENDUM MUST BE COMPLETED IF THIS AMENDMENT TO THE PLAN IS BEING MADE IN ORDER TO RETROACTIVELY DOCUMENT THE ADMINISTRATIVE CHOICES MADE IN RESPONSE TO CHANGES IN THE LAW RESULTING FROM THE URUGUAY ROUND AGREEMENTS ACT ("GATT"), THE UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT ("USERRA"), THE SMALL BUSINESS JOB PROTECTION ACT OF 1996 ("SBJPA"), THE TAXPAYER RELIEF ACT OF 1997 ("TRA '97"), THE INTERNAL REVENUE SERVICE RESTRUCTURING AND REFORM ACT OF 1998 OR THE COMMUNITY RENEWAL TAX RELIEF ACT OF 2000 (COLLECTIVELY REFERRED TO AS "GUST").

THE ELECTIONS SET FORTH IN THE ADOPTION AGREEMENT WILL CONTROL FOR PLAN YEARS BEGINNING ON AND AFTER THE AMENDMENT EFFECTIVE DATE OF THE ADOPTION AGREEMENT THAT IMPLEMENTS THE CHANGES REQUIRED BY GUST. THE FOLLOWING ELECTIONS RELATE ONLY TO PLAN YEARS BEGINNING PRIOR TO SUCH AMENDMENT EFFECTIVE DATE.

HIGHLY COMPENSATED EMPLOYEES

EXPLANATION: Code Section 414(q) allows two elections for purposes of determining the Highly Compensated Employees. First, a "top-paid group" election generally allows the Highly Compensated Employees (other than more than five-percent owners) to be limited to the top 20% of employees when ranked by compensation. Second, if the plan year is other than the calendar year, a "calendar year" election generally allows the Highly Compensated Employees to be determined based on calendar year compensation instead of plan year compensation. These elections are first available for plan years beginning on or after January 1, 1997.

ELECTION (1): Specify whether the "top-paid group" election did or did not apply for the specified Plan Year ... [complete]:

For the Plan Year beginning on or after January 1 of the following year: -----	Did the top-paid group election apply? -----		
1997	[] did	[X] did not	... apply
1998	[] did	[X] did not	... apply
1999	[] did	[X] did not	... apply
2000	[] did	[X] did not	... apply
2001	[] did	[X] did not	... apply

ELECTION (2): Specify whether the "calendar year" election did or did not apply for the specified Plan Year ... [complete]: [NOTE: DO NOT COMPLETE FOR ANY YEAR FOR WHICH THE CALENDAR YEAR WAS THE PLAN YEAR.]

For the Plan Year beginning on or after January 1 of the following year: -----	Did the calendar year election apply? -----		
1997	[] did	[X] did not	... apply
1998	[] did	[X] did not	... apply
1999	[] did	[X] did not	... apply
2000	[] did	[X] did not	... apply
2001	[] did	[X] did not	... apply

[NOTE: DEPENDING ON YOUR ADOPTION AGREEMENT, THE "CALENDAR YEAR" ELECTION MAY NOT BE AVAILABLE FOR PLAN YEARS BEGINNING ON OR AFTER THE AMENDMENT EFFECTIVE DATE OF YOUR NEW ADOPTION AGREEMENT.]

ACTUAL DEFERRAL/CONTRIBUTION PERCENTAGE TEST

EXPLANATION: Code Section 401(k) requires that elective deferrals annually satisfy an Actual Deferral Percentage (ADP) Test. Further, Code Section 401(m) requires that after-tax contributions and matching contributions annually satisfy an Actual Contribution Percentage (ACP) Test. Starting for the first plan year beginning on or after January 1, 1997, the ADP and ACP Tests must either be applied using a "prior year" or "current year" testing methodology.

ELECTION (1): For each specified Plan Year in which the Plan was subject to the ADP Test, specify whether the "prior year" or "current year" testing methodology applied for purposes of the ADP Test ... [complete]: [NOTE: IF THE PLAN WAS A SAFE-HARBOR PLAN UNDER CODE SECTION 401(k)(12) FOR ANY PLAN YEAR BEGINNING ON OR AFTER JANUARY 1, 1999, THE "CURRENT YEAR" METHOD MUST BE SPECIFIED FOR THAT PLAN YEAR.]

For the Plan Year beginning on or after January 1 of the following year:	Which testing method was used to apply the ADP Test?		
1997	<input checked="" type="checkbox"/> current year	<input type="checkbox"/> prior year	... method
1998	<input checked="" type="checkbox"/> current year	<input type="checkbox"/> prior year	... method
1999	<input checked="" type="checkbox"/> current year	<input type="checkbox"/> prior year	... method
2000	<input checked="" type="checkbox"/> current year	<input type="checkbox"/> prior year	... method
2001	<input checked="" type="checkbox"/> current year	<input type="checkbox"/> prior year	... method

ELECTION (2): For each specified Plan Year in which the Plan was subject to the ACP Test, specify whether the "prior year" or "current year" testing methodology applied for purposes of the ACP Test ... [complete]: [NOTE: IF THE PLAN WAS A SAFE-HARBOR PLAN UNDER CODE SECTION 401(m)(11) FOR ANY PLAN YEAR BEGINNING ON OR AFTER JANUARY 1, 1999, THE "CURRENT YEAR" METHOD MUST BE SPECIFIED FOR THAT PLAN YEAR.]

For the Plan Year beginning on or after January 1 of the following year:	Which testing method was used to apply the ACP Test?		
1997	<input checked="" type="checkbox"/> current year	<input type="checkbox"/> prior year	... method
1998	<input checked="" type="checkbox"/> current year	<input type="checkbox"/> prior year	... method
1999	<input checked="" type="checkbox"/> current year	<input type="checkbox"/> prior year	... method
2000	<input checked="" type="checkbox"/> current year	<input type="checkbox"/> prior year	... method
2001	<input checked="" type="checkbox"/> current year	<input type="checkbox"/> prior year	... method

FAMILY AGGREGATION RULES

EXPLANATION: Code Section 401(a)(17) previously applied certain "family aggregation rules" to determine the annual compensation limit of A participant. Those family aggregation rules were repealed effective as of the first plan year beginning on or after January 1, 1997. However, the Plan voluntarily may have continued to apply the family aggregation rules for this purpose until it is amended for GUST.

ELECTION: The Plan discontinued the family aggregation rules as of the Plan Year beginning on or after ... [check one]:

- a. January 1, 1997.
- b. the Amendment Effective Date of the Adoption Agreement that implements the changes required by GUST.
- c. _____ [a date between the dates specified in a. and b.]

CASH-OUT AMOUNT

EXPLANATION: Code Section 411(a)(11) previously allowed involuntary "cash-out" of amounts not in excess of \$3,500. This limit was raised to \$5,000 effective as of the first plan year beginning after August 5, 1997. However, the Plan voluntarily may have continued the \$3,500 (or a lower) cash-out amount.

ELECTION: The Plan implemented the higher cash-out amount now specified in the Adoption Agreement as of...[check one]:

- a. the first day of the first Plan Year beginning after August 5, 1997.
- b. the Amendment Effective Date of the Adoption Agreement that implements the changes required by GUST.
- c. [a date between the dates specified in a. and b.]
- d. N/A - the cash-out amount has not been increased by the Amendment Effective Date of the Adoption Agreement that implements the changes required by GUST.

REQUIRED BEGINNING DATE

EXPLANATION: Code Section 401(a)(9) previously required that minimum distributions commence to any participant as of the April 1 of the calendar year after the calendar year in which he/she attained age 70 1/2 (even if he/she remained employed with the employer sponsoring the plan). This "required beginning date" was changed for participants who are still employed after age 70 1/2 (but not for more than five percent owners) effective January 1, 1997. However, the Plan voluntarily may have continued to determine the required beginning date based on the definition in effect prior to January 1, 1997.

ELECTION (1): The Plan implemented the new required beginning date as of ... [check one]:

- a. January 1, 1997.
- b. the Amendment Effective Date of the Adoption Agreement that implements the changes required by GUST.
- c. _____ [a date between the dates specified in a. and b.]
- d. N/A - the new required beginning date has not been implemented by the Amendment Effective Date of the Adoption Agreement that implements the changes required by GUST. [NOTE: THIS OPTION IS NOT APPROPRIATE FOR PLANS ADOPTED OR ORIGINALLY EFFECTIVE ON OR AFTER JANUARY 1, 1997.]

ELECTION (2): A Participant who attained age 70 1/2 prior to the date specified above and who has not had a Termination of Service ... [check one]: [NOTE: DO NOT COMPLETE IF d. IS SELECTED ABOVE.]

- a. may not elect to stop minimum distributions.
- b. may elect to stop minimum distributions and recommence such distributions by the April 1 of the calendar year after the calendar year of his/her Termination of Service, and the new commencement date ... [check one]:

- 1. will
- 2. will not

... be treated as a new Benefit Starting Date for purposes of the Plan. [NOTE: THE OPTION TO STOP MINIMUM DISTRIBUTIONS DOES NOT APPLY TO A PARTICIPANT WHO IS A MORE THAN FIVE-PERCENT OWNER IN THE PLAN YEAR ENDING IN THE CALENDAR YEAR IN WHICH HE/SHE ATTAINS AGE 70 1/2.]

COMBINED PLAN LIMIT

EXPLANATION: Code Section 415(e) previously imposed a "combined plan limit" if an employer maintained both a defined contribution plan and a defined benefit plan. This limit was repealed effective for Limitation Years beginning on or after January 1, 2000. However, the Plan voluntarily may have continued to apply the limit until it is amended for GUST.

ELECTION: The Plan eliminated the combined plan limit effective as of the first Limitation Year beginning on or after ... [check one]:

- a. January 1, 2000.
- b. the Amendment Effective Date of the Adoption Agreement that implements the changes required by GUST.
- c. _____ [a date between the dates specified in a. and b.]
- d. N/A - no Controlled Group Member has maintained a defined benefit plan after January 1, 2000, covering any Participant in this Plan.

ECONOMIC GROWTH AND TAX RELIEF RECONCILIATION ACT OF 2001
PLAN ADDENDUM

THE ECONOMIC GROWTH AND TAX RELIEF RECONCILIATION ACT OF 2001 ("EGTRRA") MADE A NUMBER OF CHANGES TO THE PLAN - SOME MANDATORY AND SOME OPTIONAL. THIS EGTRRA ADDENDUM INCLUDES BOTH THE REQUIRED CHANGES TO THE PLAN AND THE ELECTIVE PROVISIONS.

USE OF THIS ADDENDUM: For a Plan with an Original Effective Date prior to January 1, 2002, use this Addendum to amend the Plan for the provisions of EGTRRA. This Addendum must be adopted by the Lead Employer by the end of the Plan Year beginning in 2002. For a Plan with an Original Effective Date on or after January 1, 2002, use this Addendum to supplement the Adoption Agreement for plan options which are not reflected on the Adoption Agreement. This Addendum should be adopted with the Adoption Agreement.

PREAMBLE

1. ADOPTION AND EFFECTIVE DATE OF AMENDMENT. Except as otherwise provided, this Addendum shall be effective as of the first day of the first Plan Year beginning after December 31, 2001 (or the Plan's Original Effective Date, if later). This Addendum is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder.
2. INCONSISTENT PROVISIONS. This Addendum shall supersede the provisions of the Basic Plan Document and the Adoption Agreement to the extent those provisions are inconsistent with the provisions of this Addendum.

LEAD EMPLOYER OPTIONS

THE FOLLOWING AMENDMENTS REFLECT PROVISIONS OF EGTRRA ON WHICH CHOICES ARE AVAILABLE TO LEAD EMPLOYERS. LEAD EMPLOYERS MUST COMPLETE THE FOLLOWING ELECTIONS AND SIGN THIS ADDENDUM ON THE FINAL PAGE. IF YOU DO NOT COMPLETE THIS ADDENDUM, THE DEFAULT PROVISIONS OF THE BASIC PLAN DOCUMENT WILL CONTINUE TO APPLY.

PLAN COMPENSATION

EXPLANATION: Tax law limits the amount of a Participant's earnings that can be considered for purposes of Plan contributions. For the 2001 Plan Year, the limit was \$170,000. Under EGTRRA, this limit was increased to \$200,000 in 2002, and will be adjusted for inflation in future years. This increase is not mandatory and a Plan on a non-standardized adoption agreement may elect to remain at the \$170,000 limit indefinitely, with no adjustments for inflation. However, a Plan must use \$200,000 (or the applicable yearly limit) for the purposes of calculating Employer Safe-Harbor Matching or Safe-Harbor Profit Sharing Contributions for Plan Years beginning on or after January 1, 2002. Please note that if the Lead Employer has otherwise limited Plan Compensation to a specific dollar amount under Section E.2. of the Adoption Agreement, it may be unnecessary to complete this election.

ELECTION: PLAN COMPENSATION. Will the Plan limit Plan Compensation to \$170,000 for Plan Years beginning on or after January 1, 2002? ... [check if applicable]:

- a. Yes. [NOTE: NOT A VALID OPTION FOR A PLAN ON A STANDARDIZED ADOPTION AGREEMENT. THIS LIMIT WILL NOT APPLY FOR THE PURPOSES OF EMPLOYER SAFE-HARBOR MATCHING OR SAFE-HARBOR PROFIT SHARING CONTRIBUTIONS.]

[NOTE: UNLESS a. IS CHECKED ABOVE, THE PLAN COMPENSATION LIMIT WILL BE \$200,000 FOR THE 2002 PLAN YEAR AND WILL CONTINUE TO BE ADJUSTED FOR COST OF LIVING INCREASES IN FUTURE YEARS. HOWEVER, IF THE LEAD EMPLOYER HAS LIMITED PLAN COMPENSATION UNDER SECTION E.2.d. OF THE ADOPTION AGREEMENT, THAT LIMITATION WILL CONTINUE TO APPLY, REGARDLESS OF THE ELECTION MADE ABOVE.]

ROLLOVERS DISREGARDED IN CASH-OUTS

EXPLANATION: Effective January 1, 2002, a Plan may opt to calculate an involuntary cash-out amount by disregarding the balance of the Participant's Employee Rollover Account. If this election is made, the balance of the Participant's Employee Rollover Account will not be considered when determining if the Participant is subject to the cash-out. For example, a Participant with an Employee Rollover Account balance of \$10,000 may be cashed-out of the Plan, provided the balance of his/her other Plan Accounts is under the cash-out amount then in effect for the Plan.

ELECTION: TREATMENT OF EMPLOYEE ROLLOVER CONTRIBUTIONS IN THE APPLICATION OF THE CASH-OUT PROVISION. Does the Plan exclude Employee Rollover Contributions (and earnings allocable thereto) in determining whether the Participant's Benefit is

subject to involuntary cash-out?...[check if applicable]:

- a. Yes. This rule applies to all...[complete if applicable]:
1. distributions made after _____ [enter a date no earlier than December 31, 2001]
 2. Participants who separated from service after _____ [enter a date; date may be earlier than December 31, 2001]

[NOTE: EMPLOYEE ROLLOVER ACCOUNT BALANCES WILL BE CONSIDERED IN DETERMINING CASH-OUTS UNLESS a. IS CHECKED ABOVE. IF a. IS CHECKED, BUT NEITHER 1. NOR 2. IS COMPLETED, THE NEW RULE WILL APPLY AS OF THE FIRST DAY OF THE PLAN YEAR IN WHICH THIS ADDENDUM IS SIGNED.]

ROLLOVERS

EXPLANATION: A Plan that accepts rollover contributions will accept rollovers from qualified plans and conduit IRAs. Starting with the first Plan Year beginning after December 31, 2001, a Plan may accept rollover contributions and direct rollovers from additional retirement savings vehicles - 403(b) plans, certain 457 plans, non-conduit IRAs (but only those amounts attributable to pre-tax or deductible contributions to the IRA), and rollovers of after-tax contributions to a retirement plan. If the Plan elects to receive after-tax contributions, the Plan must separately account for such amounts in order to track basis. In addition, the basis rules are different for certain after-tax contributions, depending when made.

ELECTION: ADDITIONAL ROLLOVER SOURCES. Specify the additional sources from which the Plan will accept rollovers ... [check each of a. through d. that applies]:

- a. Annuity contracts described in Code Section 403(b).
- b. Code Section 457(b) plans maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
- c. IRAs described in Code Section 408(a) or (b) (to the extent the distribution that is eligible to be rolled over is otherwise includible in gross income).
- d. After-tax contributions to Code Section 401(a) or 403(a) plan (excluding after-tax IRA and Roth IRA contributions).

[NOTE: PLANS THAT ELECTED TO ACCEPT ROLLOVER CONTRIBUTIONS IN THE ADOPTION AGREEMENT WILL AUTOMATICALLY ACCEPT ROLLOVER CONTRIBUTIONS FROM QUALIFIED PLANS AND CONDUIT IRAs. IF YOU DO NOT COMPLETE THIS ELECTION, ROLLOVER CONTRIBUTIONS WILL NOT BE ACCEPTED FROM THE NEW SOURCES DESCRIBED IN a. THROUGH d. ABOVE.]

Special Effective Date [complete if any of a. through d. above are checked]: This provision will be effective as of ____ [month, day, year]. [NOTE: IF THE EFFECTIVE DATE IS NOT SPECIFIED, THIS PROVISION WILL BE EFFECTIVE ON THE FIRST DAY OF THE PLAN YEAR IN WHICH THIS ADDENDUM IS SIGNED.]

SUSPENSION PERIOD FOLLOWING HARDSHIP DISTRIBUTION

EXPLANATION: Effective January 1, 2002, Plans may impose a 6 month pre-tax and after-tax deferral suspension period following a hardship withdrawal made after December 31, 2001. (Prior to January 1, 2002, the Plan imposed a twelve month suspension period following a hardship.) This change is mandatory for safe-harbor plans within the meaning of Code Section 401(k)(12) and 401(m)(11) (plans that avoid ADP and ACP testing by making 100% vested matching or profit sharing contributions to the Plan under Article H. of the Adoption Agreement).

ELECTION 1: Will the Plan impose a 6 month suspension period following a hardship withdrawal made after December 31, 2001? ... [check if applicable]:

- a. Yes.

[NOTE: THE SUSPENSION PERIOD WILL BE 12 MONTHS UNLESS a. IS CHECKED ABOVE. HOWEVER, IF THIS PLAN IS A SAFE-HARBOR PLAN UNDER ARTICLE H. OF THE ADOPTION AGREEMENT, THE SUSPENSION PERIOD WILL BE 6 MONTHS REGARDLESS OF YOUR ELECTION ABOVE.]

EXPLANATION: Plans may also limit the suspension period for a hardship withdrawal taken in 2001 to the later of 6 months after receipt of the distribution or January 1, 2002. A Plan with an Original Effective Date on or after January 1, 2002, should not complete this election.

ELECTION 2: Will the Plan shorten the suspension period imposed following a hardship withdrawal made in 2001 to the later of 6 months after the receipt of the hardship distribution or January 1, 2002? ...[check if applicable]:

- a. Yes.

[NOTE: THE SUSPENSION PERIOD FOLLOWING HARDSHIP WITHDRAWALS MADE IN 2001 WILL BE 12 MONTHS UNLESS a. IS CHECKED ABOVE.]

VESTING SCHEDULE

EXPLANATION: For Plan Years beginning on or after January 1, 2002, Plans are required to vest Participants in their Matching Contributions at least as quickly as a six-year graded schedule or a three-year cliff schedule. This change is required for all Matching Contributions on Elective Deferrals made after January 1, 2002. For a Plan in existence prior to 2002, the vesting schedule elected below (if different) replaces the vesting schedule elected in Section I.11. of the Adoption Agreement for all Matching Contributions made for Plan Years beginning on or after January 1, 2002. For a Plan with an Original Effective Date on or after January 1, 2002, the vesting schedule elected below applies to all Matching Contributions made to the Plan and Section I.11. of the Adoption Agreement does not apply.

ELECTION 1: VESTING SCHEDULE FOR EMPLOYER MATCHING CONTRIBUTIONS. A Participant's vested percentage in his/her Employer Regular Matching Contributions made for Plan Years beginning on or after January 1, 2002 will be [check one]:

- a. 100% at all times.
- b. determined under the following schedule ... [complete as desired]:

Years of Service	Vested Percentage
-----	-----
0	0%
1	%
2	% [20% or more]
3	% [40% or more]
4	% [60% or more]
5	% [80% or more]
6 or more	100%

- c. determined under the following schedule ... [complete as desired]:

Years of Service	Vested Percentage
-----	-----
0	0%
1	%
2	%
3	100%

- d. vesting schedule in Section I.11. of the Adoption Agreement complies with (a), (b) or (c). [NOTE: NOT A VALID OPTION FOR A PLAN WITH AN ORIGINAL EFFECTIVE DATE ON OR AFTER JANUARY 1, 2002.]

[NOTE: IF THE PLAN MATCHES EMPLOYEE CATCH-UP CONTRIBUTIONS, THOSE MATCHING CONTRIBUTIONS WILL ALSO VEST ON THE SCHEDULE LISTED ABOVE. IF THE LEAD EMPLOYER DOES NOT COMPLETE THIS ELECTION AND THE PLAN'S VESTING SCHEDULE DOES NOT SATISFY THE NEW REQUIREMENTS, A GRADED VESTING SCHEDULE WILL BE DEEMED TO BE A SIX YEAR GRADED SCHEDULE (20% PER YEAR, STARTING AT TWO YEARS OF SERVICE) AND A CLIFF VESTING SCHEDULE WILL BE DEEMED TO BE A THREE YEAR CLIFF SCHEDULE (WITH FULL VESTING AT 3 YEARS OF SERVICE).]

EXPLANATION: Plans may also apply the vesting schedule elected above to past Employer Regular Matching Contributions and to Employer Regular Profit Sharing Contributions for all Active Participants. Plans with an Original Effective Date on or after January 1, 2002, should not complete Election 2. For a Plan with an Original Effective Date prior to January 1, 2002, the Elections below will replace the applicable elections in the Adoption Agreement, if different, including Sections I.11. and J.9. of the Adoption Agreement. If the revised schedule is not applied to past matching contributions, a separate source will be required to track the vested percentage of the pre-2002 and post-2001 Matching Contributions.

ELECTION 2: OTHER CONTRIBUTIONS. Specify the other contributions (which are currently subject to a vesting schedule), if any, to which the revised vesting schedule will apply...[check a., or each of b. and c. that applies]:

- a. N/A - the revised vesting schedule only applies to Employer Regular Matching Contributions made for Plan Years beginning on or after January 1, 2002.
- b. all Employer Regular Matching Contributions, whenever made.
- c. also to Employer Regular Profit Sharing Contributions ... [check one]:
 - 1. whenever made.
 - 2. made for Plan Years beginning on or after January 1, 2002.

[NOTE: UNLESS b. OR c. IS CHECKED ABOVE, THE REVISED VESTING SCHEDULE WILL ONLY APPLY TO MATCHING CONTRIBUTIONS MADE FOR PLAN YEARS BEGINNING ON OR AFTER JANUARY 1, 2002. IF b. OR c. IS CHECKED ABOVE, THE REVISED VESTING SCHEDULE WILL ONLY APPLY TO THE SPECIFIED ACCOUNTS OF PARTICIPANTS WHO ARE ACTIVE PARTICIPANTS AT SOME TIME DURING THE 2002 PLAN YEAR. IF VESTING OCCURS AT A SLOWER RATE UNDER THE REVISED SCHEDULE, THE ELECTION PROVISIONS OF PLAN SECTION 10.2(k) WILL APPLY.]

EMPLOYEE CATCH-UP CONTRIBUTIONS

EXPLANATION: Effective January 1, 2002, a Plan may now allow Participants age 50 or over (plus those projected to attain age 50) in the applicable year to make additional pre-tax contributions ("Employee Catch-up Contributions") to the Plan when the Participant's pre-tax contributions are otherwise limited under the Plan or by law. However, if a Plan allows for Employee Catch-up Contributions, all plans in the Controlled Group that allow for pre-tax contributions must generally provide Participants with the same "effective opportunity" to make Employee Catch-up Contributions.

ELECTION 1: EMPLOYEE CATCH-UP CONTRIBUTIONS. Will Employee Catch-up Contributions be allowed under this Plan? ... [check one]:

- a. No.
- b. Yes. This provision will be effective as of ... [check one]:
 - 1. January 1, 2002.
 - 2. The first day of the Plan Year beginning __ [specify date no earlier than January 1, 2002].
 - 3. Other __ [specify date no earlier than January 1, 2002].

[NOTE: THE PLAN WILL NOT ACCEPT EMPLOYEE CATCH-UP CONTRIBUTIONS UNLESS b. IS CHECKED ABOVE. EMPLOYEE CATCH-UP CONTRIBUTIONS WILL GENERALLY BE SUBJECT TO THE SAME ADMINISTRATIVE OPTIONS AND REQUIREMENTS THAT APPLY TO EMPLOYEE PRE-TAX CONTRIBUTIONS UNDER THE PLAN (E.G., THE DATES AS OF WHICH A PAY REDUCTION AGREEMENT MAY BE MODIFIED, ETC.).]

ELECTION 2: MAXIMUM CONTRIBUTIONS. Employee Catch-up Contributions will be limited to ...[complete if applicable]:

- a. A maximum of _____ % of Plan Compensation each payroll period.

[NOTE: IN ADDITION TO ANY PERCENTAGE LIMIT ON CONTRIBUTIONS ELECTED ABOVE, EMPLOYEE CATCH-UP CONTRIBUTIONS WILL BE LIMITED TO THE DOLLAR AMOUNT FOR THE APPLICABLE YEAR UNDER THE TAX LAWS.]

EMPLOYER CATCH-UP MATCHING CONTRIBUTIONS

EXPLANATION: Plans that allow Employee Catch-up Contributions may decide to match those contributions. While Employee Catch-up Contributions are generally exempt from the Plan's testing requirements, including the Actual Deferral Percentage Test, any matching contributions made on these Employee Catch-up Contributions will be considered in the Plan's testing. Employer Catch-up Matching Contributions will be allocated in the same manner and under the same formula as other Employer Regular Matching Contributions (or Employer Safe-Harbor Matching Contributions) made under the Plan.

ELECTION: EMPLOYER CATCH-UP MATCHING CONTRIBUTIONS. Will the Plan match Employee Catch-up Contributions?...[check one]:

- a. No.
- b. Yes. This provision will be effective as of ... [check one]:
 - 1. January 1, 2002.
 - 2. The first day of the Plan Year beginning _____ [specify date no earlier than January 1, 2002].
 - 3. Other _____ [specify date no earlier than January 1, 2002].

[NOTE: EMPLOYER CATCH-UP MATCHING CONTRIBUTIONS WILL NOT BE MADE UNLESS b. IS CHECKED ABOVE. EMPLOYER CATCH-UP MATCHING CONTRIBUTIONS WILL BE DETERMINED UNDER THE SAME FORMULA USED FOR EMPLOYER REGULAR MATCHING CONTRIBUTIONS (OR EMPLOYER SAFE-HARBOR MATCHING CONTRIBUTIONS).]

MANDATORY PLAN AMENDMENTS

THE FOLLOWING AMENDMENTS ARE MANDATORY CHANGES TO YOUR BASIC PLAN DOCUMENT AS A RESULT OF EGTRRA. ALTHOUGH YOU DO NOT HAVE TO MAKE ANY CHOICES ON THESE PROVISIONS, YOU SHOULD READ THROUGH THE CHANGES TO SEE HOW THEY AFFECT YOUR PLAN.

SECTION 2.56(f) - PLAN COMPENSATION

Effective January 1, 2002, Plan Section 2.56(f) is amended to add the following sentence at the end of the subsection:

If so specified in the Adoption Agreement (or addendum thereto), for Plan Years beginning on or after January 1, 2002, Plan Compensation will be limited to \$170,000, the Code Section 401(a)(17) limit in effect for 2001.

SECTION 2.70 - TERMINATION OF SERVICE

Effective for distributions made after December 31, 2001, Plan Section 2.70 is amended to replace the words "separation from service" with the words "severance from employment". In addition, the following sentence is added to the end of the section:

The "severance from employment" standard applies to all distributions made after December 31, 2001, regardless of when the severance from employment occurred.

SECTION 4.1 - PRE-TAX CONTRIBUTIONS

Effective January 1, 2002, Plan Section 4.1(e) is amended to add the following to the end of the subsection:

However, the limit in this subsection does not apply to any contributions permitted by the Plan and specified in the Adoption Agreement (or addendum thereto) which are subject to Code Section 414(v).

Effective January 1, 2002, Plan Section 4.1 is amended to add a new subsection (i) to read as follows:

(i) Employee Catch-up Contributions. If so specified in the Adoption Agreement (or addendum thereto), an eligible Active Participant may elect to have his/her Plan Compensation further reduced to make additional pre-tax contributions to the Plan, as provided in Code Section 414(v) and regulations thereunder. Such additional contributions are Employee Catch-up Contributions. To be eligible to make Employee Catch-up Contributions, the Active Participant must be otherwise eligible to make Employee Pre-Tax Contributions and must be age 50 or older. For purposes of this rule, a Participant who is projected to attain age 50 before the end of a calendar year is deemed to be age 50 as of January 1 of that year.

Except to the extent required by applicable regulations, such Employee Catch-up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Section 401(a)(30) and 415(c). The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing Code Section 401(k)(3), 401(a)(4), 401(k)(3), 401(k)(11), 410(b) or 416, as applicable, by reason of allowing such Employee Catch-up Contributions.

Employee Catch-up Contributions may not exceed the limit in effect under Code Section 414(v) for such taxable year. All Catch-up Contributions made by the Participant to any qualified plan or Code Section 403(b), 408(k) or 408(p) plan sponsored by a Controlled Group Member will be aggregated for purposes of this limit.

Employee Catch-up Contributions under the Plan will be administered in accordance with Code Section 414(v) and any applicable regulations or other IRS guidance thereunder.

Employee Catch-up Contributions will be subject to the same administrative options and requirements that apply to Employee Pre-Tax Contributions, as specified in the Adoption Agreement or other Plan procedures.

SECTION 4.5 - ROLLOVER CONTRIBUTIONS

Effective January 1, 2002, Plan Section 4.5 is amended to replace the second paragraph with the following:

An "Employee Rollover Contribution" means a rollover contribution or rollover amount from another qualified plan or "conduit" individual retirement account described in Code Section 401(a)(31), 402(c), 403(a)(4) or 408(d)(3), or an elective transfer described in Treas. Reg. Section 1.411(d)-4(Q&A-3), as allowed under the Code as in effect on December 31, 2001. As of the first day of the Plan Year beginning in 2002, or any later date that may be indicated in the Adoption Agreement (or addendum hereto), "Employee Rollover Contribution" also includes rollover contributions from the sources, if any, specified in the Adoption Agreement (or addendum thereto).

SECTION 5.2 - REGULAR MATCHING CONTRIBUTIONS

Effective January 1, 2002, Plan Section 5.2 is amended to add a new subsection (h) to read as follows:

(h) Matching Employee Catch-up Contributions. If so specified in the Adoption Agreement (or addendum thereto), the Employer will make Employer Catch-up Matching Contributions on the Employee Catch-up Contributions made under the Plan. Employer Catch-up Matching Contributions will be allocated in the same manner as Employer Regular Matching Contributions (or Employer Safe-Harbor Matching Contributions). Any such Employer Catch-up Matching Contributions under the Plan will be administered in accordance with Code Section 414(v) and any applicable regulations or other IRS guidance thereunder.

SECTION 10.2 - VESTING SCHEDULE FOR EMPLOYER REGULAR MATCHING CONTRIBUTIONS

Effective January 1, 2002, Plan Section 10.2 is amended to add a new subsection (n) to read as follows:

- (n) Vesting of Employer Matching Contributions. Notwithstanding any provision of the Plan to the contrary, all Employer Regular and Catch-up Matching Contributions made for Plan Years beginning on or after January 1, 2002, shall vest as specified in the Adoption Agreement (or addendum thereto), provided such vesting schedule satisfies the requirements of Code Section 411(a). If the specified vesting schedule does not satisfy the requirements of Code Section 411(a), a graded vesting schedule will be deemed to be a six year graded schedule (20% per year, starting at 2 years of Service) and a cliff vesting schedule will be deemed to be a three year cliff schedule (with full vesting at 3 years of Service).

If and to the extent so specified in the Adoption Agreement (or addendum thereto), the vesting schedule required by Code Section 411(a) will be applied to other Contribution Accounts, including Employer Regular Matching Contributions made for Plan Years beginning prior to January 1, 2002, and Employer Regular Profit Sharing Contributions.

SECTION 11.2(b) - SUSPENSION PERIOD FOLLOWING HARDSHIP DISTRIBUTION

Effective January 1, 2002, Plan Section 11.2(b)(3)(B)(iii) is amended to add the following paragraph:

If so specified in the Adoption Agreement (or addendum thereto), for withdrawals made on or after January 1, 2002, the Participant's Pre-Tax and After-Tax Contributions, Elective Deferrals and other voluntary contributions will be suspended for a period of six months after such withdrawal. For Plans that are safe-harbor plans within the meaning of Code Section 401(k)(12) or 401(m)(11), the suspension period is six months after such withdrawal. For withdrawals made in 2001, the suspension period will be the later of 6 months after the receipt of the distribution or January 1, 2002, if so specified in the Adoption Agreement (or addendum thereto).

Effective January 1, 2002, Plan Section 11.2(b)(3)(B)(iv) is amended to add the following paragraph:

Effective January 1, 2002, this paragraph (iv) shall cease to apply to this Plan.

SECTION 11.3(g) - PLAN LOANS FOR OWNER-EMPLOYEES AND SHAREHOLDER EMPLOYEES

Plan Section 11.3(g), prohibiting Plan loans to any owner-employee or shareholder-employee, shall cease to apply effective for Plan loans made after December 31, 2001.

SECTION 12.4 - CASH-OUT OF SMALL BENEFITS

Effective January 1, 2002, Plan Section 12.4 is amended to add the following paragraph:

If so specified in the Adoption Agreement (or addendum thereto), Benefits attributable to Employee Rollover Contributions, and earnings thereon, shall be disregarded in determining the cash-out amount.

SECTION 12.8 - DIRECT ROLLOVERS

Effective for distributions made after December 31, 2001, Plan Section 12.8(c)(1) is amended to replace subsections (C) and (D) as follows:

- (C) Any distribution to the extent such a distribution is attributable to a Hardship.
- (D) Any portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Effective for distributions made after December 31, 2001, Plan Section 12.8(c)(3) is amended to read as follows:

- (3) "Eligible Retirement Plan" - means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or any other plan

or account allowed under future legislation or regulation that accepts the Eligible Rollover Distribution. The definition of Eligible Retirement Plan also applies in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

SECTION 12.17 - SPECIAL DISTRIBUTION PROVISIONS

Effective January 1, 2002, Plan Section 12.17 is amended to add the following sentence to the end of the section:

Effective January 1, 2002, subsections (b) and (c) shall cease to apply to this Plan.

ARTICLE XVII - TOP-HEAVY RULES

For Plan Years beginning after December 31, 2001, Plan Section 17.1(a) is amended to add the following paragraph:

As of the first day of the Plan Year beginning on or after January 1, 2002, Employer Regular and Catch-up Matching Contributions under this Plan (and employer matching contributions under any other plan whose contributions are to be used to satisfy the requirements of this section) may be used to satisfy the minimum amount of employer contributions which must be allocated under this section. Matching Contributions that are used to satisfy the requirements of this section shall be treated as Employer Regular and Catch-up Matching Contributions for purposes of the Actual Contribution Percentage Test and other requirements of Code Section 401(m).

For Plan Years beginning after December 31, 2001, Plan Section 17.1(b) is amended to add a new paragraph (7) to read as follows:

(7) As of the first day of the Plan Year beginning on or after January 1, 2002, this Article XVII shall not apply in any year in which the Plan consists solely of a cash or deferred arrangement which meets the requirements of Code Section 401(k)(12) and Safe-Harbor Matching Contributions with respect to which the requirements of Code Section 401(m)(11) are met.

For Plan Years beginning after December 31, 2001, Plan Section 17.4(b) is amended to read as follows:

(b) Key Employee - means any individual defined as such in Code Section 416(i); generally, any Employee or former Employee (including the Beneficiary of a deceased Employee or former Employee) who at any time during the Plan Year that includes the Determination Date was:

- (1) An officer having Top-Heavy Compensation greater than \$130,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2002).
- (2) A five-percent owner.
- (3) A one-percent owner who has Top-Heavy Compensation of more than \$150,000.

The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

For Plan Years beginning after December 31, 2001, Plan Section 17.4(l) is amended to add a new paragraph (5) to read as follows:

(5) As of the first day of the Plan Year beginning on or after January 1, 2002, any distribution due to severance from employment, death or disability which was made prior to the one-year period ending on the Determination Date shall be disregarded for purposes of applying the top-heavy rules. Paragraphs (1) and (2) of this subsection shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with this Plan under Code Section 416(a)(2)(A)(i). If an individual has not performed services for the employer at any time during the one-year period ending on the Determination Date, any account balance or accrued benefit for such individual shall not be taken into account.

SECTION 18.4(a) - ANNUAL ADDITIONS

Effective January 1, 2002, Plan Section 18.4(a) is amended to add the following paragraph:

Annual Additions do not include any Employee Rollover Contribution made to this Plan. For Plan Years commencing in 2002 or later, any contributions to the Plan determined to be Employee Catch-up Contributions under Code Section 414(v) are not Annual Additions.

SECTION 18.4(j) - MAXIMUM PERMISSIBLE AMOUNT

For Limitation Years beginning after December 31, 2001, Plan Section 18.4(j) is amended to read as follows:

(j) Maximum Permissible Amount - means the maximum Annual Addition that may be contributed or allocated to a Participant's Contribution Accounts under the Plan for any Limitation Year, which (except to the extent permitted under Code Section 414(v), if applicable) will not exceed the lesser of:

(1) \$40,000, (as adjusted for increases in the cost-of-living under Code Section 415(d)).

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve-consecutive-month period, the dollar limit above will be multiplied by the number of months (full months) in the short Limitation Year and divided by 12.

(2) 100% of the Participant's 415 Compensation for the Limitation Year.

The limitation referred to in paragraph (2) will not apply to any contribution for medical benefits (within the meaning of Code Section 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition under Code Section 415(l)(1) or 419A(d)(2).

SECTION 19.4 - MULTIPLE USE TEST

Effective January 1, 2002, Plan Section 19.4 is amended to add a new subsection (c) to read as follows:

(c) This section will not apply to any Plan Years beginning on or after January 1, 2002.

SECTION 19.6(h) - EXCESS DEFERRALS

Effective January 1, 2002, Plan Section 19.6(h) is amended to add the following sentence to the end of the subsection:

However, in determining Excess Deferrals, any contributions to the Plan subject to Code Section 414(v) shall be disregarded.

LEAD EMPLOYER SIGNATURE

IN WITNESS WHEREOF, the Lead Employer has caused this EGTRRA Addendum to be adopted effective as of the date specified below.

YOU SHOULD CONSULT WITH AN ATTORNEY OR OTHER INDEPENDENT QUALIFIED ADVISOR AS TO THE LEGAL AND TAX EFFECT OF ADOPTING THIS ADDENDUM.

Date signed: _____ Lead Employer: Range Resources Corporation.

By: _____

Name [print]: _____

Its [title]: _____

RANGE RESOURCES CORPORATION
(a Delaware Corporation)
AMENDED AND RESTATED
CHANGE IN CONTROL PLAN

This amended and restated Change in Control Plan ("Plan") dated September 15, 1998 is adopted by Range Resources Corporation, a Delaware corporation, having its principal executive offices at 500 Throckmorton Street, Ft. Worth, Texas 76102 (together with all of its Subsidiaries, the "Company"), for the benefit of its employees pursuant to resolutions duly adopted by the Compensation Committee of the Board of Directors of the Company ("Board") on September 15, 1998.

WHEREAS, the Board recognizes that the possibility of a Change in Control (as hereinafter defined) exists and that the threat of or occurrence of a Change in Control (as hereinafter defined) can result in significant distractions to the Company's employees; and

WHEREAS, the Company considers the continued services of its employees to be in the best interest of the Company and its stockholders and desires to assure the continued services of its employees on behalf of the Company in an objective and impartial basis and without distraction or conflict of interest in the event of an attempt to obtain control of the Company;

NOW THEREFORE, the Company hereby adopts this Plan which shall be for the benefit of its employees.

1. Certain Definitions

"Base Salary" with respect to all Employees, means that portion of such Employee's annual compensation which is designated by the Company as such Employee's cash salary for such year, including all interim increases therein during such year, plus all amounts accrued by the Company with respect to such year for 401(k) contributions and all amounts allocated to the Employee for such year as deferred compensation (including amounts subject to future vesting requirements and amounts to be contributed in the future by the Company as matching amounts with respect to such year). Base Salary shall not include any Bonus.

"Bonus" with respect to all Employees, means the amount of such Employee's annual compensation, whether paid directly to the Employee or designated by the Company as a current or future obligation of the Company under a deferred compensation agreement, which is designated by the Company as "bonus" compensation. All amounts designated as a Bonus for any year shall be included, even if some portion thereof is not paid or "vested" until some future date.

"Cause" means (a) an act or acts of dishonesty by an Employee constituting a felony under applicable law and/or (b) any act resulting or intending to result directly or indirectly in gain to or personal enrichment of the Employee at the Company's expense. Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for cause unless and until there shall have been delivered to the Employee a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Board called and held for the purpose (after reasonable notice and opportunity for the Employee, together with counsel, to be heard before the Board), finding that in the good faith opinion of the Board the Employee was guilty of conduct set forth above.

"Change of Control" means:

- a) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of

beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 25% or more of either (i) the then outstanding shares of Common Stock (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company (excluding an acquisition by virtue of the exercise of a conversion privilege), (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company or (iv) any acquisition by any corporation pursuant to a reorganization, merger or consolidation, if, following such reorganization, merger or consolidation, the conditions described in clauses (i), (ii) and (iii) of subsection (c) of this definition are satisfied; or

- b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or
- c) Approval by the stockholders of the Company of a reorganization, merger or consolidation, in each case, unless, following such reorganization, merger or consolidation, (i) more than 60% of, respectively, the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such reorganization, merger or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger or consolidation, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding the Company, any employee benefit plan (or related trust) of the Company or such corporation resulting from such reorganization, merger or consolidation and any Person beneficially owning, immediately prior to such reorganization, merger or consolidation, directly or indirectly, 25% or more of the Outstanding Company Common Stock or Outstanding Voting Securities, as the case may be) beneficially owns, directly or indirectly, 25% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation or the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors and (iii) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement providing for such reorganization, merger or consolidation; or
- d) Approval by the stockholders of the Company of (i) a complete liquidation or dissolution of the Company or (ii) the sale or other disposition of all or substantially all of the assets of the Company, other than to a corporation, with respect to which following such sale or other disposition, (A) more than 60% of, respectively, the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or

substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding the Company and any employee benefit plan (or related trust) of the company or such corporation and any Person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, 25% or more of the Outstanding Company Common Stock or Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, 25% or more of, respectively, the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Board providing for such sale or other disposition of assets of the Company.

"Common Stock" means the Company's common stock, \$.01 par value per share.

"Employee" means any person who is a Regular Employee or an Executive.

"Executive" means any person who is an executive officer of the Company on the day immediately prior to a Change in Control, including the Company's Chairman of the Board, President, Chief Executive Officer, Chief Financial Officer, Treasurer, and all of the Company's Vice Presidents and any other person listed on Schedule I attached hereto, as such schedule may be amended or modified from time to time.

"Executive Payment" with respect to any Executive means, an amount equal to (i) an amount equal to such Executive's Base Salary for the year in which the Executive Payment is to be made plus (ii) an amount equal to one-half of such Executive's aggregate Bonuses for each of the two years prior thereto.

"Material Change" means, without the Employee's written consent, (i) a change in status, position or responsibilities which, in the Employee's reasonable judgment, does not represent a promotion from existing status, position or responsibilities as in effect immediately prior to the Change in Control; the assignment of any duties or responsibilities which, in the Employee's reasonable judgment, are inconsistent with such status, position or responsibilities; or any removal from or failure to re-appoint or reelect the Employee to any of such positions, except in connection with the termination for total and permanent disability, death or Cause or by him other than for good reason; (ii) a reduction by the Company in the Employee's Base Salary as in effect on the date of the Change in Control or the Company's failure to increase the Employee's Base Salary after a Change In Control in an amount which at least equals, on a percentage basis, the average percentage increase in Base Salary for all other executive and senior officers of the Company having a Base Salary within \$25,000 of the Employee's Base Salary as of the Change of Control; (iii) the relocation of the Employee by the Company to any place other than the location at which the Employee performed duties prior to a Change in Control, except for required travel on the Company's business to an extent substantially consistent with business travel obligations at the time of a Change in Control; (iv) the failure of the Company to continue in effect any incentive, bonus or other compensation plan in which the Employee participates, including but not limited to the Company's stock option and restricted stock plans, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan), evidenced by the Employee's written consent, has been made with respect to such plan in connection with the change in control, or the failure by the Company to continue the Employee's participation therein, or any action by the Company which would directly or indirectly materially reduce participation therein; (v) the failure by the Company to continue to provide the Employee with benefits substantially similar to those enjoyed or entitled under any of the Company's pension, profit sharing, life insurance, medical, dental, health and accident, or disability plans

at the time of a change in control, the taking of any action by the Company which would directly or indirectly materially reduce any of such benefits or deprive the Employee of any material fringe benefit enjoyed or entitled to at the time of the Change in Control, or the failure by the Company to provide the number of paid vacation and sick leave days to which the Employee is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect on the date hereof; (vi) the failure of the Company to obtain a satisfactory agreement from any successor or assign of the Company to assume and agree to perform this Plan; (vii) any purported termination of the Employee's employment which is not effected pursuant to this Plan; or (viii) any request by the Company that the Employee participate in an unlawful act or take any action constituting a breach of the Employee's professional standard of conduct.

"Notice of Termination" means a notice which informs the Employee of the effective date of the termination of Employee's employment.

"Payment" means the Regular Employee Payment and the Executive Payment.

"Regular Employee" means any person who is an employee of the Company, other than any employee who is an Executive, on the day immediately prior to a Change in Control.

"Regular Employee Payment" with respect to any Regular Employee, means an amount equal to (i) one-half of such Regular Employee's Base Salary for the year in which the Regular Employee Payment is to be made plus (ii) one-fourth of the aggregate of such Regular Employee's Bonuses for the two years prior thereto.

2. Immediate Vesting

- a) Upon a Change in Control, all non-vested securities of the Company held by Employees, including, without limitation, all non-vested options to purchase Common Stock held by such Employees and all non-vested Common Stock held for the benefit of Employees under the Company's deferred compensation plan shall automatically vest.
- b) Upon a Change in Control, all non-vested rights under, or in connection with, all of the Company's benefit plans, including, without limitation, the Company's 401(k) plan, bonus plan (including cash and/or stock) and deferred compensation plan shall automatically vest.
- c) Upon a Change in Control, all non-vested securities of the Company issued pursuant to the Company's 1994 Outside Directors Stock Option Plan, as amended, including, without limitation, all non-vested options to purchase Common Stock, shall automatically vest.

3. Payments

- a) If any Executive is terminated without Cause within one year of a Change in Control, or if any Executive resigns within 30 days of a Material Change occurring within one year of a Change in Control (which Material Change shall be deemed to be constructive termination), then such Executive shall receive such Executive's Executive Payment.
- b) If any Regular Employee is terminated without Cause within one year of a Change in Control, then such Regular Employee shall receive such Regular Employee's Regular Employee Payment.
- c) Notwithstanding the foregoing, the amount of the Payment shall be dependent upon the duration of employment with the Company, with each Employee receiving one third of

the Payment if such Employee has been employed by the Company for less than two years, two thirds of the Payment if such Employee has been employed by the Company for between two and three years and the full amount of the Payment if such Employee has been employed by the Company for at least three years.

- d) If any Employee is entitled to receive a Payment pursuant to this Section 3, the Company agrees to pay such Payment to the Employee as termination compensation in a lump-sum payment within five (5) calendar days of the termination of the Employee's employment or, with respect to Executive's, within five (5) calendar days of such Executive's resignation due to a Material Change.

4. Additional Provisions

- a) Enforcement of Plan. The Company is aware that upon the occurrence of a Change in Control the Board or a shareholder of the Company may then cause or attempt to cause the Company to refuse to comply with its obligations under this Plan, or may cause or attempt to cause the Company to institute, or may institute litigation seeking to have this Plan declared unenforceable, or may make or attempt to take other action to deny the Employees the benefits intended under this Plan. In these circumstances, the purpose of this Plan could be frustrated. It is the intent of the Company that Employees not be required to incur the expenses associated with the enforcement of any rights under this Plan by litigation or other legal action, nor be bound to negotiate any settlement of any rights hereunder, because the cost and expense of such legal action or settlement would substantially detract from the benefits intended to be extended to Employees hereunder. Accordingly, if following a Change in Control it should appear to any Employee that the Company has failed to comply with any of its obligations under this Plan or in the event that the Company or any other person takes any action to declare this Plan void or unenforceable, or institutes any litigation or other legal action designed to deny or diminish recovery by any Employee of the benefits entitled to be provided to such Employee hereunder, and that Employee has complied with all obligations under this Plan, the Company irrevocably authorizes such Employee from time to time to retain counsel of the Employee's choice, at the expense of the Company as provided in this Section 5(a), to represent the Employee in connection with the initiation or defense of any litigation or other legal action, whether such action is by or against the Company or any Director, officer, shareholder, or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Employee entering into an attorney-client relationship with such counsel, and in that connection the Company and the Employee agree that a confidential relationship shall exist between the Employee and such counsel. The reasonable fees and expenses of counsel selected from time to time by any Employee as hereinabove provided shall be paid or reimbursed to such Employee by the Company on a regular, periodic basis upon presentation by such Employee of a statement or statements prepared by such counsel in accordance with its customary practices, up to a maximum aggregate amount of \$75,000 in each instance. Any legal expenses incurred by the Company by reason of any dispute between the Company and any Employee as to enforceability of or the terms contained in this Plan, notwithstanding the outcome of any such dispute, shall be the sole responsibility of the Company, and the Company shall not take any action to seek reimbursement from the Employee for such expenses.

- b) Severance Pay; No Duty to Mitigate. The amounts payable to Employees under this Plan shall not be treated as damages but as severance compensation to which Employees are entitled by reason of termination of employment in the circumstances contemplated by this Plan. The Company shall not be entitled to set off against the amounts payable to Employees of any amounts earned by any Employee in other employment after termination of employment with the Company, or any amounts which might have been earned by any Employee in other employment had other such employment been sought.
- c) Notice of Termination. Subsequent to any Change in Control, termination by the Company shall be communicated by written Notice of Termination to the terminated Employee in accordance with Section 5(h) hereof.
- d) Internal Revenue Code. Anything in this Plan to the contrary notwithstanding, in the event that the Company's outside independent auditor's determine that any Payment to any Employee would be non-deductible by the Company for federal income tax purposes under the Code, then the amount of the Payment shall be reduced to amount which maximized the Payment without causing the Payment to be nondeductible by the Company.
- e) Governing Law. This Plan shall be governed by and subject to the laws of the State of Delaware.
- f) Severability. The invalidity or unenforceability of any particular provision of this particular Plan shall not affect the other provisions, and this Plan shall be construed in all respects as if such invalid or unenforceable provision has not been contained herein.
- g) Captions. The captions in this Plan are for convenience and identification purposes only, are not an integral part of this Plan, and are not to be considered in the interpretation of any part hereof.
- h) Notices. Except as specifically set forth in this Plan, all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by registered or certified mail, postage prepaid. Notices to the Company shall be addressed to Range Resources Corporation, 500 Throckmorton Street, Fort Worth, Texas 76102, attn.: President. Notices to Employees, if mailed, shall be addressed to the latest address which the Company has for such Employee.

Approved:

/s/ JOHN H. PINKERTON

John H. Pinkerton
President and
Chief Executive Officer

Dated: September 15, 1998

EXHIBIT 12.1

Range Resources Corporation
 Computation of Ratio of Earnings to Fixed Charges
 (in thousands except ratios)

Six Months
 Ended June
 30, 2003
 2002 2001
 2000 1999
 1998 -----

EARNINGS:
 Income
 before
 provision
 for incomes
 taxes \$
 16,108 \$
 22,408 \$
 17,257 \$
 35,004 \$
 (22,772) \$
 (229,618)
 Add: Fixed
 charges
 10,986
 23,715
 32,732
 40,475
 47,436
 40,840 ----

Total
 earnings \$
 27,094 \$
 46,123 \$
 49,989 \$
 75,479 \$
 24,664 \$
 (188,778)
 =====
 =====
 =====
 =====
 =====

FIXED
 CHARGES:
 Interest
 expense \$
 10,719 \$
 23,153 \$
 32,179 \$
 39,953 \$
 47,085 \$
 40,642

Amortization
 of debt
 issuance
 costs (1)
 Interest
 portion of
 rental
 expense 267
 562 553 522
 351 198 ---

Total fixed
 charges \$
 10,986 \$
 23,715 \$
 32,732 \$
 40,475 \$
 47,436 \$
 40,840
 =====

=====
=====
=====
=====
=====
=====
Ratio of
earnings to
fixed
charges 2.5
1.9 1.5 1.9
0.5 (4.6)

(1) Amortization of debt issuance costs is included in interest expense.

For the years ended December 31, 1999 and 1998, earnings were inadequate to cover fixed charges by \$22.8 million and \$229.6 million, respectively.

Consent of Independent Auditors

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-4) and related Prospectus of Range Resources Corporation for the registration of \$100,000,000 of Senior Subordinated Notes and to the incorporation by reference therein of our report dated January 31, 2003, with respect to the consolidated financial statements of Great Lakes Energy Partners L.L.C. included in the Annual Report (Form 10-K) of Range Resources Corporation for the year ended December 31, 2002, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Pittsburgh, Pennsylvania
September 3, 2003

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

The Board of Directors and Stockholders
Range Resources Corporation:

We consent to the use of our report dated March 4, 2003, with respect to the consolidated balance sheets of Range Resources Corporation and subsidiaries as of December 31, 2002 and 2001, and the related consolidated statements of operations, stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 2002, incorporated herein by reference and to the reference to our firm under the heading "Experts" in the prospectus. Our report dated March 4, 2003 refers to the work of other auditors related to the year ended December 31, 2002 and contains an explanatory note that refers to a change in the Company's method of accounting for derivative financial instruments, effective January 1, 2001.

/s/ KPMG LLP

Dallas, Texas
September 3, 2003

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEECHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY
OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)BANK ONE, NATIONAL ASSOCIATION
(EXACT NAME OF TRUSTEE AS SPECIFIED IN ITS CHARTER)A NATIONAL BANKING ASSOCIATION 36-0899825
(I.R.S. EMPLOYER
IDENTIFICATION NUMBER)1 BANK ONE PLAZA, CHICAGO, ILLINOIS 60670-0120
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES) (ZIP CODE)BANK ONE, NATIONAL ASSOCIATION
1 BANK ONE PLAZA, SUITE IL1-0120
CHICAGO, ILLINOIS 60670-0120
BANK ONE CORPORATION LAW DEPARTMENT, ATTN: MARLA S. ROTH, (312) 732-2773
(NAME, ADDRESS AND TELEPHONE NUMBER OF AGENT FOR SERVICE)RANGE RESOURCES CORPORATION
(EXACT NAME OF OBLIGOR AS SPECIFIED IN ITS CHARTER)(STATE OR OTHER JURISDICTION OF 34-1312571
INCORPORATION OR ORGANIZATION) (I.R.S. EMPLOYER
IDENTIFICATION NUMBER)777 MAIN STREET, SUITE 800
FORT WORTH, TEXAS 76102
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES) (ZIP CODE)7 3/8% SENIOR SUBORDINATED NOTES DUE 2013
(TITLE OF INDENTURE SECURITIES)

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.

Comptroller of Currency, Washington, D.C.; Federal Deposit Insurance Corporation, Washington, D.C.; The Board of Governors of the Federal Reserve System, Washington D.C..

(b) WHETHER IT IS AUTHORIZED TO EXERCISE CORPORATE TRUST POWERS.

The trustee is authorized to exercise corporate trust powers.

ITEM 2. AFFILIATIONS WITH THE OBLIGOR. IF THE OBLIGOR IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH SUCH AFFILIATION.

No such affiliation exists with the trustee.

ITEM 16. LIST OF EXHIBITS. LIST BELOW ALL EXHIBITS FILED AS A PART OF THIS STATEMENT OF ELIGIBILITY.

1. A copy of the articles of association of the trustee now in effect.*
2. A copy of the certificates of authority of the trustee to commence business.*
3. A copy of the authorization of the trustee to exercise corporate trust powers.*
4. A copy of the existing by-laws of the trustee.*
5. Not Applicable.
6. The consent of the trustee required by Section 321(b) of the Act.

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.
8. Not Applicable.
9. Not Applicable.

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Bank One, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this Statement of Eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Chicago and State of Illinois, on the 3rd day of September, 2003.

BANK ONE, NATIONAL ASSOCIATION,
TRUSTEE

BY /S/ MARLA S. ROTH

MARLA S. ROTH
VICE PRESIDENT

* EXHIBITS 1, 2, 3, AND 4 ARE HEREIN INCORPORATED BY REFERENCE TO EXHIBITS BEARING IDENTICAL NUMBERS IN ITEM 16 OF THE FORM T-1 OF BANK ONE, NATIONAL ASSOCIATION, FILED AS EXHIBIT 25 TO THE REGISTRATION STATEMENT ON FORM S-3 OF HOUSEHOLD FINANCE CORPORATION FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON MARCH 24, 2000 (REGISTRATION NO. 333-33240).

EXHIBIT 6

THE CONSENT OF THE TRUSTEE REQUIRED
BY SECTION 321(b) OF THE ACT

September 3, 2003

Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

In connection with the qualification of an indenture between Range Resources Corporation, and Bank One, National Association, as Trustee, the undersigned, in accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, hereby consents that the reports of examinations of the undersigned, made by Federal or State authorities authorized to make such examinations, may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

BANK ONE, NATIONAL ASSOCIATION

BY: /S/ MARLA S. ROTH

MARLA S. ROTH
VICE PRESIDENT

EXHIBIT 7

Legal Title of Bank: Bank One, NA Call Date: 06/30/03 Page RC-1
 Address: 1 Bank One Plaza Cert #: 03618
 City, State Zip: Chicago, IL 60670

CONSOLIDATED REPORT OF CONDITION FOR INSURED COMMERCIAL AND STATE-CHARTERED SAVINGS BANKS FOR JUNE 30, 2003

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

SCHEDULE RC--BALANCE SHEET

		DOLLAR AMOUNTS IN THOUSANDS	C300

ASSETS			
1.	Cash and balances due from depository institutions (from Schedule RC-A):	RC0N	
	a. Noninterest-bearing balances and currency and coin(1).....	0081	17,114,000
	b. Interest-bearing balances(2).....	0071	5,902,000
2.	Securities		
	a. Held-to-maturity securities(from Schedule RC-B, column A).....	1754	0
	b. Available-for-sale securities (from Schedule RC-B, column D).....	1773	59,166,000
3.	Federal funds sold and securities purchased under agreements to resell		
	a. Federal funds sold in domestic offices.....	B987	9,055,000
	b. Securities Purchased under agreements to resell.....	B989	9,976,000
4.	Loans and lease financing receivables: (from Schedule RC-C):	RC0N	
	a. Loans and leases held for sale.....	5369	6,117,000
	b. Loans and leases, net of unearned income.....	B528	109,091,000
	c. LESS: Allowance for loan and lease losses.....	3123	3,478,000
	d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c).....	B529	105,613,000
5.	Trading assets (from Schedule RC-D).....	3545	5,960,000
6.	Premises and fixed assets (including capitalized leases).....	2145	1,385,000
7.	Other real estate owned (from Schedule RC-M).....	2150	70,000
8.	Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M).....	2130	414,000
9.	Customers' liability to this bank on acceptances outstanding.....	2155	249,000
10.	Intangible assets.....		
	a. Goodwill.....	3163	847,000
	b. Other intangible assets (from Schedule RC-M).....	0426	66,000
11.	Other assets (from Schedule RC-F).....	2160	9,166,000
12.	Total assets (sum of items 1 through 11).....	2170	231,100,000

- (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 in domestic and foreign offices, regardless of maturity.

Legal Title of Bank: Bank One, NA
 Address: 1 Bank One Plaza
 City, State Zip: Chicago, IL 60670

Call Date: 06/30/03

Cert #: 03618

Page RC-2

SCHEDULE RC-CONTINUED

DOLLAR AMOUNTS IN THOUSANDS

LIABILITIES

13. Deposits:	RCON		
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E).....	2200	132,105,000	13.a
(1) Noninterest-bearing(1).....	6631	41,277,000	13.a1
(2) Interest-bearing.....	6636	90,828,000	13.a2
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs.....	RCFN		
(from Schedule RC-E, part II).....	2200	22,220,000	13.b
(1) Noninterest-bearing.....	6631	215,000	13.b.1
(2) Interest-bearing.....	6636	22,005,000	13.b.2
14. Federal funds purchased and securities sold under agreements to repurchase	RCFN		
a. Federal funds purchased in domestic offices (2).....	B993	6,197,000	14.a
b. Securities sold under agreements to repurchase (3).....	RCFD		
	B995	4,112,000	14.b
15. Trading Liabilities(from Schedule RC-D).....	3548	4,666,000	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M).....	3190	29,130,000	16.
17. Not applicable			
18. Bank's liability on acceptances executed and outstanding.....	2920	249,000	18.
19. Subordinated notes and debentures (2).....	3200	5,029,000	19.
20. Other liabilities (from Schedule RC-G).....	2930	9,816,000	20.
21. Total liabilities (sum of items 13 through 20).....	2948	213,524,000	21.
22. Minority interest in consolidated subsidiaries.....	3000	116,000	22.
EQUITY CAPITAL			
23. Perpetual preferred stock and related surplus.....	3838	0	23.
24. Common stock.....	3230	201,000	24.
25. Surplus (exclude all surplus related to preferred stock).....	3839	9,164,000	25.
26. a. Retained earnings.....	3632	8,077,000	26.a
b. Accumulated other comprehensive income (3).....	B530	18,000	26.b
27. Other equity capital components (4).....	A130	0	27.
28. Total equity capital (sum of items 23 through 27).....	3210	17,460,000	28.
29. Total liabilities, minority interest, and equity capital (sum of items 21, 22, and 28).....	3300	231,100,000	29.

Memorandum

To be reported only with the March Report of Condition

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2001.....	RCON	Number	Number
	----	-----	M.I.
	6724	N/A	

- | | |
|---|---|
| 1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank | 5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority) |
| 2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately) | 6 = Review of the bank's financial statements by external auditors |
| 3 = Attestation on bank management's assertion on the effectiveness of internal control over financial reporting by a certified public accounting firm. | 7 = Compilation of the bank's financial statements by external auditors |
| 4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority) | 8 = Other audit procedures (excluding tax preparation work) |
| | 9 = No external audit work |

- (1) Includes total demand deposits and noninterest-bearing 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 in domestic and foreign offices, regardless of maturity.
- (4) Includes limited-life preferred stock and related surplus.
- (5) Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and minimum pension liability adjustments.
- (6) Includes treasury stock and unearned Employee Stock Ownership Plan shares.