
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported):
December 10, 2004 (December 6, 2004)

RANGE RESOURCES CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

0-9592
(Commission
File Number)

34-1312571
(IRS Employer
Identification No.)

777 Main Street, Suite 800
Ft. Worth, Texas
(Address of principal
executive offices)

76102
(Zip Code)

Registrant's telephone number, including area code: (817) 870-2601

(Former name or former address, if changed since last report): Not applicable

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

TABLE OF CONTENTS

[Item 1.01 Entry into a Material Definitive Agreement](#)

[Item 9.01. Financial Statements and Exhibits](#)

[SIGNATURES](#)

[EXHIBIT INDEX](#)

[1st Amendment to 2nd Amended/Restated Credit Agreement](#)

[Table of Contents](#)

Item 1.01 Entry into a Material Definitive Agreement

On June 23, 2004, Range Resources Corporation (the “Company”), Great Lakes Energy Partners, L.L.C. (together with the Company, each a “Borrower”) and JPMorgan Chase Bank, N.A., The Frost National Bank, The Bank of Nova Scotia, Union Bank of California, N.A., Wachovia Bank, National Association, Key Bank, Harris Nesbitt Financing, Inc., Southwest Bank of Texas, N.A., Hiberia National Bank, Comerica Bank, Natexis Banques Populaires, Fortis Capital Corp., Fleet National Bank, Compass Bank, Calyon New York Branch and Bank of Scotland, (collectively, the “Lenders”) and JPMorgan Chase, as administrative agent (the “Agent”) entered into the Second Amended and Restated Credit Agreement (the “Senior Credit Facility”). Effective as of December 6, 2004, the Borrowers, Lenders and the Agent entered into the First Amendment to Second Amended and Restated Credit Agreement (the “First Amendment”) pursuant to which the Company was granted permission to incur up to \$75 million in aggregate principal amount of additional Senior Subordinated Notes (as defined in the Senior Credit Facility). The borrowing base was increased from \$500 million to \$575 million. A portion of the funds available pursuant to the increase in the Borrowing Base will be used by the Company to finance, in part, the recently announced acquisition of a company owning long-life coal bed methane and tight gas properties located in the Appalachian Basin (the “Pine Mountain Acquisition”).

Certain of the Lenders and their affiliates have provided in the past to us and our affiliates and may provide from time to time in the future certain commercial banking, financial advisory, investment banking and other services for us and such affiliates in the ordinary course of their business, for which they have received and may continue to receive customary fees and commissions. In particular, affiliates of JPMorgan Chase Bank, N.A., Calyon New York Branch, Harris Nesbitt Financing, Inc., and Key Bank are underwriters in the underwritten public offering of shares of common stock of the Company under the shelf registration statement on Form S-3 (Registration No. 333-118417) and will receive customary underwriting discounts and commissions in connection with the offering.

Item 9.01. Financial Statements and Exhibits

(c) Exhibits.

Exhibit Number	Description
10.1*	First Amendment to Second Amended and Restated Credit Agreement

*Filed herewith.

Table of Contents

Certain information included in this report contains certain statements (other than statements of historical fact) that constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. When used herein, the words “budget,” “budgeted,” “assumes,” “should,” “goal,” “anticipates,” “expects,” “believes,” “seeks,” “plans,” “estimates,” “intends,” “projects” or “targets” and similar expressions that convey the uncertainty of future events or outcomes are intended to identify forward-looking statements. Where any forward-looking statement includes a statement of the assumptions or bases underlying such forward-looking statement, we caution that while we believe these assumptions or bases to be reasonable and to be made in good faith, assumed facts or bases almost always vary from actual results and the difference between assumed facts or bases and the actual results could be material, depending on the circumstances. It is important to note that our actual results could differ materially from those projected by such forward-looking statements. Although we believe that the expectations reflected in such forward-looking statements are reasonable and such forward-looking statements are based upon the best data available at the date this report is filed with the SEC, we cannot assure you that such expectations will prove correct. Factors that could cause our results to differ materially from the results discussed in such forward-looking statements include, but are not limited to, the following: 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. All such forward-looking statements in this document are expressly qualified in their entirety by the cautionary statements in this paragraph, and the Company undertakes no obligation to publicly update or revise any forward-looking statements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RANGE RESOURCES CORPORATION

By: /s/ ROGER S. MANNY

Roger S. Manny
Chief Financial Officer

Date: December 10, 2004

EXHIBIT INDEX

Exhibit Number	Description
10.1*	First Amendment to Second Amended and Restated Credit Agreement

*Filed herewith.

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (hereinafter referred to as the "Amendment") executed as of the 6th day of December, 2004, by and among RANGE RESOURCES CORPORATION, a Delaware corporation ("Company"), GREAT LAKES ENERGY PARTNERS, L.L.C., a Delaware limited liability company ("GLEP", together with the Company and each of their respective successors and permitted assigns, the "Borrowers" and each a "Borrower"), JPMORGAN CHASE BANK, N.A. (successor by merger to Bank One, N.A. (Illinois)), a national banking association ("JPMorgan Chase"), 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 to the Credit Agreement pursuant to the provisions of Section 29 thereof or any successor or permitted assignee thereof (hereinafter collectively referred to as "Lenders", and individually, "Lender"), JPMorgan Chase, as Administrative Agent (in its capacity as Administrative Agent and together with its successors in such capacity, "Agent"). Capitalized terms used but not defined in this Amendment have the meanings assigned to such terms in that certain Second Amended and Restated Credit Agreement dated as of June 23, 2004, by and among Borrower, Agent and Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, the Company has entered into that certain Stock Purchase Agreement, dated November 22, 2004, with First Reserve Fund, IX, L.P., a Delaware limited partnership, Robertson Investment Trust LLC, a Delaware limited liability company, Donald E. Vandenberg, Richard M. Brillhart, Jeremy H. Grantham and Charles Ian Landon (the "Stock Purchase Agreement") pursuant to which the Company intends to acquire all of the issued and outstanding capital stock of PMOG Holdings, Inc., a Delaware corporation ("PMOG") (the "Pine Mountain Acquisition");

WHEREAS, to facilitate the Pine Mountain Acquisition, the Borrowers have requested that the Agent and the Lenders consent to the Company's consummation of the Pine Mountain Acquisition and amend the Credit Agreement to (i) increase the Borrowing Base to \$575,000,000 and (ii) permit the incurrence by the Company of up to \$75,000,000 in aggregate principal amount of additional Senior Subordinated Notes; and Agent and the Lenders have agreed to do so on the terms and conditions hereinafter set forth; and

WHEREAS, certain of the Lenders desire to reallocate their Commitments under the Credit Agreement.

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 Borrowers, 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 6 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. The following definitions shall be and they hereby are added in appropriate alphabetical order to Section 1 of the Credit Agreement.

First Amendment means that certain First Amendment to Second Amended and Restated Credit Agreement, dated December 6, 2004, by and among the Borrowers, Agent and the Lenders.

First Amendment Effective Date means the date the First Amendment becomes effective.

Pine Mountain Acquisition means the acquisition by the Company of all of the issued and outstanding Capital Stock of PMOC Holdings, Inc., a Delaware corporation, pursuant to that certain Stock Purchase Agreement, dated November 22, 2004, with First Reserve Fund, IX, L.P., a Delaware limited partnership, Robertson Investment Trust LLC, a Delaware limited liability company, Donald E. Vandenberg, Richard M. Brillhart, Jeremy H. Grantham and Charles Ian Landon.

Pine Mountain Acquisition Date means the date the Pine Mountain Acquisition is consummated in accordance with and subject to the terms and conditions set forth in the First Amendment.

1.2 Amendment to Borrowing Base. Section 7(a) of the Credit Agreement shall be and it hereby is amended in its entirety to read as follows:

(a) Borrowing Base. Subject to Section 7(b) hereof, from the Closing Date through but excluding the Pine Mountain Acquisition Date, the Borrowing Base shall be \$500,000,000 and as of the Pine Mountain Acquisition Date, the Borrowing Base shall be \$575,000,000.

1.3 Additional Senior Subordinated Notes. Clause (vii) of Section 13(e) of the Credit Agreement shall be and it hereby is amended in its entirety to read as follows:

(vii) The Senior Subordinated Notes; provided, that (a) the aggregate principal amount of such Debt does not exceed \$275,000,000 at any time, (b) such Debt is incurred on prior to April 1, 2005, and (c) with respect to any such Debt incurred after the First Amendment Effective Date, the aggregate principal amount of such Debt does not exceed the aggregate amount of cash proceeds received by the Company from the sale of common stock of the Company (other than Disqualified Stock) after the First Amendment Effective Date.

1.4 Patriot Act. Section 36 of the Credit Agreement shall be and it is hereby amended in its entirety to read as follows:

36. **USA PATRIOT ACT.** *Each Lender hereby notifies each Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies such Borrower, which information includes the name and address of such Borrower and other information that will allow such Lender to identify such Borrower in accordance with the Act.”*

1.5 Reallocation of Commitments. The Lenders have agreed to reallocate their respective Commitments as of the Pine Mountain Acquisition Date and to facilitate such reallocation each Lender that is reducing its Commitment Percentage (each a “Reducing Lender”) shall be deemed to have assigned a portion of its Commitment and its Loans to each Lender that is increasing its Commitment Percentage (each an “Increasing Lender”) to the extent necessary to cause each Lender to have the Commitment Percentages set forth on Annex A attached hereto as of the Pine Mountain Acquisition Date. After giving effect to such reallocation of the Commitments and the Loans, on the Pine Mountain Acquisition Date each Lender shall have the Commitment Percentage set forth on Annex A attached hereto. With respect to such reallocation, each Increasing Lender shall be deemed to have acquired the increase in the Commitments and Loans allocated to them from the Reducing Lenders pursuant to the terms of the Assignment and Acceptance Agreement attached as Exhibit “E” to the Credit Agreement as if each Increasing Lender and Reducing Lender had executed an Assignment and Acceptance Agreement with respect to such change in its allocation. Each Increasing Lender and each Reducing Lender shall surrender its existing Note and each such Lender shall be issued a new Note in a face amount equal to such Lender’s Commitment Percentage times \$600,000,000. Each Note shall be in the form of Exhibit “B” to the Credit Agreement with appropriate insertions. On the Pine Mountain Acquisition Date each Increasing Lender shall deliver to the Agent the funds necessary to acquire such Increasing Lender’s additional interest in the Commitments and the Loans such that after giving effect to such allocation and delivery of funds each Lender’s Commitment Percentage shall be as set forth on Annex A attached hereto and each Lender’s portion of the then outstanding Loans and its participation in each then outstanding Letter of Credit shall be consistent with such Commitment Percentage.

1.6 Replacement of Annex A. Effective as of the Pine Mountain Acquisition Date, Annex A to the Credit Agreement shall be and it hereby is replaced with Annex A attached hereto.

SECTION 2. Consent to Pine Mountain Acquisition. Effective as of the First Amendment Effective Date, each Lender hereby consents to the Pine Mountain Acquisition, subject to the satisfaction of each of the following conditions:

(i) such acquisition is consummated substantially on the terms set forth in the Stock Purchase Agreement without waiver or amendment of any material term thereof other than any such waiver or amendment approved by the Agent and Required Lenders;

(ii) true and complete copies of the Stock Purchase Agreement are provided to the Agent prior to the consummation of such acquisition and true and complete copies of any other documents, instruments or certificates (including side letter agreements) executed in connection the consummation of such acquisition are delivered to the Agent within thirty days after such consummation (or such later date approved by the Agent);

(iii) contemporaneous with the consummation of such acquisition, the Company shall cause Pine Mountain Oil and Gas, Inc., a Delaware corporation (“Pine Mountain”) and any other Person that becomes a Material Domestic Subsidiary as a result of the consummation of such acquisition, to execute and deliver to Agent a Guaranty and deliver to Agent (a) an executed officers certificate certifying the names of the officers of each such Person authorized to sign Loan Documents on behalf of such Person, together with the true signatures of each such officer, (b) evidence of the existence and good standing for each such Person in its jurisdiction of incorporation or formation, as the case may be, and evidence of its qualification in each other jurisdiction in which its failure to be qualified could reasonably be expected to have a Material Adverse Effect, (c) copies of the Organizational Documents for each such Person together with all amendments thereto, appropriately certified by governmental authority in the jurisdiction of incorporation or formation of each such Person or one or more officers of each such Person, as the case may be, as being true, correct and complete, (d) fully executed pledge agreements covering all of the issued and outstanding Capital Stock of each such Person in form and substance satisfactory to the Agent from each owner and holder of the Capital Stock of such Person and (e) evidence satisfactory to the Agent of the compliance by the Borrowers and each such Person of their obligations under the pledge agreements and the other Security Instruments required under Section 6 of the Credit Agreement (including, without limitation, their obligations to execute and deliver UCC financing statements, originals of securities or instruments as provided therein);

(iv) prior to the consummation of such acquisition, the receipt by Agent or its special counsel of title opinions and other title information reasonably satisfactory to the Agent demonstrating that Pine Mountain holds good and defensible title to a substantial portion of the value of its Oil and Gas Properties;

(v) contemporaneous with the consummation of such acquisition, the repayment in full of all obligations, Debt and liabilities accrued and outstanding under the that certain Credit Agreement among Pine Mountain, as borrower, Natexis Banques Populaires, as administrative agent and issuing lender and the lenders party thereto from time to time, dated August 13, 2003 (as amended, the “Existing Credit Agreement”) as of the closing date of such acquisition, including, without limitation, (i) the entire outstanding principal balance of the loans and advances made (and as defined) thereunder, (ii) all accrued but unpaid interest, and (iii) all accrued but unpaid commitment and other fees, (f) the cancellation (or replacement) of all outstanding letters of credit issued pursuant to the Existing Credit Agreement;

(vi) the termination and release of the mortgages, security interests and all other Liens securing the obligations, Debt and liabilities of PMOG Holdings or any of its

Subsidiaries under the Existing Credit Agreement (including, without limitation, the delivery of UCC-3 releases with respect to all uniform commercial code filings made under or pursuant to the Existing Credit Agreement), and the delivery to the Company of all original certificates and stock powers pledged and delivered by PMOG Holdings and its Subsidiaries pursuant to the terms of the Existing Credit Agreement as security for Pine Mountain's obligations thereunder;

(vii) the release of all guarantees of the obligations, Debt and liabilities of PMOG Holdings or any of its Subsidiaries under the Existing Credit Agreement, (i) the termination of the Existing Credit Agreement, and the delivery to the Company of (or the written commitment of the holders thereof to promptly deliver after the Closing Date) each original promissory note issued under the Existing Credit Agreement marked "Terminated and Paid in Full"; and

(viii) the assignment or termination of any hedging transactions and agreements to which PMOG Holdings or any of its Subsidiaries are a party on terms and conditions satisfactory to the Agent.

SECTION 3. Consent to Indenture Amendment. Effective as of the First Amendment Effective Date and subject to the conditions set forth in this Section 3, each Lender hereby consents to the amendment of the Indenture to extent, and only to the extent necessary to permit the aggregate principal amount of Senior Subordinated Notes issued under such Indenture to be increased by \$75,000,000; provided that the Company complies with Section 13(e) (vii) of the Credit Agreement with respect to any Debt incurred as a result of the issuance of any such additional Senior Subordinated Notes.

SECTION 4. Borrowing Base Increase Fee. On or before the Pine Mountain Acquisition Date, the Borrowers, jointly and severally, agree to pay to the Agent, for the benefit of the Lenders, a Borrowing Base increase fee in the amount of \$187,500.00 as a result of the increase in the Borrowing Base contemplated by this Amendment. Each Lender shall receive a portion of such fee equal to \$187,500.00 multiplied by a fraction (x) the numerator of which is the amount of the net increase in such Lender's Commitment as a result of such increase in the Borrowing Base after giving affect to the adjustments in the Commitments and the Loans required by Section 1.5 hereof and (y) the denominator of which is \$75,000,000.

SECTION 5. Additional Collateral. In connection with the Pine Mountain Acquisition, the Borrowers shall, and shall cause each Guarantor, to take all actions and provide all information necessary to confirm compliance with Section 12(v) of the Credit Agreement after giving effect to the increase in the Borrowing Base pursuant to Section 1.2 of this Amendment.

SECTION 6. Conditions. The amendments to the Credit Agreement contained in Section 1 of this Amendment and the consents set forth in Section 2 and Section 3 of this Amendment shall be effective upon the satisfaction of each of the conditions set forth in this Section 6.

6.1 Execution and Delivery. Each Borrower and each Guarantor shall have executed and delivered this Amendment.

6.2 Representations and Warranties. The representations and warranties of each 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 relate solely to an earlier date).

6.3 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.

6.4 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 special counsel may reasonably request, and all such documents shall be in form and substance satisfactory to the Agent.

6.5 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 the Borrowers.

SECTION 7. Representations and Warranties of Borrowers. To induce the Lenders to enter into this Amendment, the Borrowers hereby represent and warrant to the Lenders as follows:

7.1 Reaffirmation of Representations and Warranties/Further Assurances. After giving effect to the amendments herein, each representation and warranty of any Borrower or any Guarantor contained in the Credit Agreement or in any of the other Loan Documents is true and correct in all material respects on the date hereof (except to the extent such representations and warranties relate solely to an earlier date).

7.2 Corporate Authority; No Conflicts. The execution, delivery and performance by each Borrower and each Guarantor (to the extent a party hereto or thereto) of this Amendment and all documents, instruments and agreements contemplated herein are within each such Borrower's or such Guarantor's corporate or other organizational powers, have been duly authorized by necessary action, require no action by or in respect of, or filing with, any court or agency of government and do not violate or constitute a default under any provision of any applicable law or other agreements binding upon any Borrower or any Guarantor or result in the creation or imposition of any Lien upon any of the assets of any Borrower or any Guarantor except for Permitted Liens and otherwise as permitted in the Credit Agreement.

7.3 Enforceability. This Amendment constitutes the valid and binding obligation of each Borrower and each Guarantor enforceable in accordance with its terms, except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally, and (ii) the availability of equitable remedies may be limited by equitable principles of general application.

SECTION 8. Miscellaneous.

8.1 Reaffirmation of Loan Documents and Liens. Any and all of the terms and provisions of the Credit Agreement and the Loan Documents shall, except as amended and modified hereby, remain in full force and effect. Each Borrower hereby agrees that the amendments and modifications herein contained shall in no manner affect or impair the liabilities, duties and obligations of such Borrower or any Guarantor under the Credit Agreement and the other Loan Documents or the Liens securing the payment and performance thereof.

8.2 Parties in Interest. All of the terms and provisions of this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.3 Legal Expenses. The Borrowers hereby agree, jointly and severally, to pay all reasonable fees and expenses of special counsel to the Agent incurred by the Agent in connection with the preparation, negotiation and execution of this Amendment and all related documents.

8.4 Counterparts. This Amendment may be executed in one or more counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. However, this Amendment shall bind no party until the Borrowers, the Lenders, and the Agent have executed a counterpart. Delivery of photocopies of the signature pages to this Amendment by facsimile or electronic mail shall be effective as delivery of manually executed counterparts of this Amendment.

8.5 Complete Agreement. THIS AMENDMENT, THE CREDIT AGREEMENT, AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

8.6 Headings. The headings, captions and arrangements used in this Amendment are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this Amendment, nor affect the meaning thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this First Amendment to Amended and Restated Credit Agreement to be duly executed as of the date first above written.

BORROWER:

RANGE RESOURCES CORPORATION

a Delaware corporation

By: /s/ Roger S. Manny _____

Name: Roger S. Manny

Title: Senior Vice President

GREAT LAKES ENERGY PARTNERS, L.L.C.

a Delaware limited liability company

By: Range Holdco, Inc.
Its member

By: /s/ Roger S. Manny _____

Name: Roger S. Manny

Title: Senior Vice President

By: Range Energy I, Inc.
Its member

By: /s/ Roger S. Manny _____

Name: Roger S. Manny

Title: Senior Vice President

LENDERS:

JPMORGAN CHASE BANK, N.A.,
formerly known as JPMorgan Chase Bank and
(successor by merger to Bank One, N.A. (Illinois))

By: /s/ Wm. Mark Cranmer

Name: Wm. Mark Cranmer

Title: Vice President

First Amendment to Second Amended and Restated Credit Agreement — Signature Page

BANK OF SCOTLAND

By: /s/ Karen Weich
Name: Karen Weich
Title: Assistant Vice President

CALYON NEW YORK BRANCH

By: /s/ Olivier Audemand
Name: Olivier Audemand
Title: Managing Directors

By: /s/ Philippe Soustra
Name: PHILIPPE SOUSTRA
Title: EXECUTIVE VICE PRESIDENT

COMPASS BANK

By: /s/ John M. Falbo

Name: John M. Falbo

Title: Senior Vice President

FLEET NATIONAL BANK

By: /s/ Jeffrey H. Rothkamp
Name: Jeffrey H. Rothkamp
Title: Director

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

NATEXIS BANQUES POPULAIRES

By: /s/ Donovan C. Broussard
Donovan C. Broussard
Vice President & Manager

By: /s/ Daniel Payer
Daniel Payer
Vice President

COMERICA BANK
(successor by merger with
Comerica Bank-Texas)

By: /s/ Michele L. Jones

Name: Michele L. Jones

Title: Senior Vice President — Texas Division

HIBERNIA NATIONAL BANK

By: /s/ Daria Mahoney _____
Name: Daria Mahoney _____
Title: Vice President _____

SOUTHWEST BANK OF TEXAS, N.A.

By: /s/ W. Bryan Chapman
Name: W. Bryan Chapman
Title: Senior Vice President

HARRIS NESBITT FINANCING, INC.

By: /s/ James V. Ducote
Name: James V. Ducote
Title: Vice President

KEY BANK

By: /s/ Thomas Rajan
Name: Thomas Rajan
Title: Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /s/ Philip Trinder
Name: Philip Trinder
Title: Vice President

UNION BANK OF CALIFORNIA, N.A.

By: /s/ Kimberly Coil
Name: Kimberly Coil
Title: Assistant Vice President

By: /s/ John Clark
Name: John Clark
Title: Vice President

THE BANK OF NOVA SCOTIA

By: /s/ Vicky Gibson

Name: Vicky Gibson

Title: Assistant Agent

THE FROST NATIONAL BANK

By: /s/ John S. Warren

Name: John S. Warren

Title: Senior Vice President

AGENT:

JPMORGAN CHASE BANK, N.A.,
(successor by merger to Bank One, N.A. (Illinois))

By: /s/ Wm. Mark Cranmer

Name: Wm. Mark Cranmer

Title: Vice President

RANGE ENERGY VENTURES CORPORATION, a Delaware corporation

By: /s/ Roger S. Manny
Name: Roger S. Manny
Title: Senior Vice President

GULFSTAR ENERGY, INC.
a Delaware corporation

By: /s/ Roger S. Manny
Name: Roger S. Manny
Title: Senior Vice President

RANGE ENERGY FINANCE CORPORATION
a Delaware corporation

By: /s/ Roger S. Manny
Name: Roger S. Manny
Title: Senior Vice President

RANGE PRODUCTION I, L.P.

a Texas limited partnership

By: RANGE PRODUCTION COMPANY
Its general partner

By: /s/ Roger S. Manny

Name: Roger S. Manny

Title: Senior Vice President

RANGE RESOURCES, L.L.C.

a Oklahoma limited liability company

By: RANGE PRODUCTION COMPANY
Its member

By: /s/ Roger S. Manny

Name: Roger S. Manny

Title: Senior Vice President

By: RANGE HOLDCO, INC.
Its member

By: /s/ Roger S. Manny

Name: Roger S. Manny

Title: Senior Vice President

ANNEX A

COMMITMENT PERCENTAGES

LENDER	COMMITMENT PERCENTAGE
JPMorgan Chase Bank, NA 1 Bank One Plaza Mail Code IL1-0634 Chicago, Illinois 60670-0634 Attention: Jim Moore Telephone: (312) 385-7057 Facsimile: (312) 385-7096	8.17394%
Bank of Scotland 565 Fifth Avenue New York, New York 10017 Attention: Ms. Shirley Vargas Telephone: (212) 450-0875 Facsimile: (212) 479-2807	8.17391%
Compass Bank 24 Greenway Plaza, Suite 1400 Houston, Texas 77046 Attention: Ellan Watkins Telephone: (713) 968-8279 Facsimile: (713) 968-8292	4.34783%
Calyon New York Branch 1301 Avenue of the Americas New York, New York 10019 Attention: Gener David Telephone: (212) 261-7741 Facsimile: (917) 849-5440	8.17391%
Fleet National Bank 100 Federal Street, MA DE 10008A Boston, Massachusetts 02110 Attention: Jeffrey Rathkamp Telephone: (617) 434-9061 Facsimile: (617) 434-3652	8.17391%

First Amendment to Second Amended and Restated Credit Agreement — Allocations

Fortis Capital Corp. 8.17391%
15455 North Dallas Parkway,
Suite 1400
Addison, Texas 75001
Attention: Frank Campanelli
Telephone: (203) 705-5898
Facsimile: (203) 705-5888

Natexis Banques Populaires 4.34783%
Southwest Representative Office
333 Clay Street, Suite 4340
Houston, Texas 77002
Attention: Tanya McAllister
Telephone: (713) 759-9409
Facsimile: (713) 571-6165

Comerica Bank 7.39130%
1601 Elm Street, 2nd Floor
Dallas, Texas 75201
Attention: Michele Jones with a copy to Cathy Watson
Telephone: (214) 969-6564
Facsimile: (214) 969-6561

Hibernia National Bank 2.60870%
313 Carondelet Street, 10th Floor
New Orleans, Louisiana 70130
Attention: Joyce Baker
Telephone: (504) 533-5352
Facsimile: (504)533-5434

Southwest Bank of Texas, N.A. 3.47826%
4295 San Felipe
Houston, Texas 77027
Attention: Maxine Hunter
Telephone: (713) 232-6355
Facsimile: (713) 963-7467

Harris Nesbitt Financing, Inc. 7.39130%
115 S. LaSalle Street
Chicago, Illinois 60603
Attention: Terri Mikula
Telephone: (312) 750-5947
Facsimile: (312)750-6061

First Amendment to Second Amended and Restated Credit Agreement — Allocations

Key Bank 5.65217%
127 Public Square
Cleveland, Ohio 44114
Attention: Anita Anders
Telephone: (216) 689-4561
Facsimile: (216) 689-5962

Wachovia Bank, National Association 5.65217%
201 S. College, CP-9
Charlotte, NC 28288
Attention: Cynthia Rawson
Telephone: (704) 374-4425
Facsimile: (704) 715-0097

Union Bank of California, N.A. 7.39130%
1980 Saturn Street, Mail Code
Monterey Park, California 91755
Attention: Maria Suncin
Telephone: (323) 720-2870
Facsimile: (323) 720-2252

The Bank of Nova Scotia 7.39130%
600 Peachtree St. NE
Suite 2700
Atlanta, Georgia 30308
Attention: Jill A. Retess
Telephone:(404) 877-1544
Facsimile:(404) 888-8998

The Frost National Bank 3.47826%
777 Main Street
Suite 100
Fort Worth, Texas 76102
Attention: Karen Moore
Telephone: (210) 420-5673
Facsimile: (210) 420-5250

First Amendment to Second Amended and Restated Credit Agreement — Allocations