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

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**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): February 17, 2009 (February 12, 2009)**

**RANGE RESOURCES CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation)

**001-12209**  
(Commission  
File Number)

**34-1312571**  
(IRS Employer  
Identification No.)

**100 Throckmorton Street, Suite 1200**  
**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))
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**Item 1.01 Entry Into a Material Definitive Agreement.**

On February 12, 2009, the Board of Directors (the “Board”) of Range Resources Corporation (the “Company”) approved a revised form of indemnification agreement (the “Indemnification Agreement”) to be entered into with each of its directors and executive officers. The Indemnification Agreement is a single standard form for each of the Company’s directors and executive officers and replaces the prior form of Indemnification Agreement in use by the Company since 2005. The Company’s directors are Charles L. Blackburn, Anthony V. Dub, V. Richard Eales, Allen Finkelson, James M. Funk, Jonathan S. Linker, Kevin S. McCarthy, John H. Pinkerton and Jeffrey L. Ventura. The Company’s executive officers are John H. Pinkerton, Chief Executive Officer, Jeffrey L. Ventura, President and Chief Operating Officer, Roger S. Manny, Executive Vice President and Chief Financial Officer, Alan W. Farquharson, Senior Vice President — Reservoir Engineering, Steven L. Grose, Senior Vice President — Appalachia, David P. Poole, Senior Vice President — General Counsel and Corporate Secretary, Chad L. Stephens, Senior Vice President — Corporate Development, Rodney L. Waller, Senior Vice President, Chief Compliance Officer and Mark D. Whitley, Senior Vice President — Southwest Business Unit and Engineering Technology. The Board further authorized the Company to enter into Indemnification Agreements with future directors and executive officers of the Company and other persons or categories of persons that may be designated from time to time by the Company.

The Indemnification Agreement clarifies and updates the prior form of agreement and generally requires the Company, to the extent permitted under applicable law, to indemnify such persons against all expenses, judgments, fines and penalties incurred in connection with the defense or settlement of any actions brought against them by reason of the fact that they are or were directors or executive officers of the Company or assumed certain responsibilities at the direction of the Company.

The foregoing description of the Indemnification Agreements is qualified in its entirety by reference to the full text of the form of Indemnification Agreement, a copy of which is filed as Exhibit 10.6 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On February 12, 2009, the Board of the Company adopted amendments to the Company’s Amended and Restated By-laws (the “By-laws”) to provide for a majority vote standard in uncontested elections of directors. The By-laws as amended became effective immediately upon their adoption by the Board.

The amendments to Article III, Section 3.2 of the By-laws implement the new majority vote standard by providing that, in future uncontested elections of directors, each nominee for director must receive a majority of the votes cast (meaning that the number of shares voted “for” a nominee for director must exceed the number of votes cast “against” that nominee for director) in order to be elected to the Board. Under previous By-law provisions, directors were elected by a vote of a plurality of the votes cast. In contested elections, directors will continue to be elected by a vote of a plurality of the votes cast. A “contested election” is an election in which the number of nominees for director exceeds the number of directors to be elected.

The amendments to Article III, Section 3.3 of the By-laws provide that an incumbent director may become a nominee for further service on the Board only if the incumbent director submits an irrevocable resignation that is contingent on not receiving a majority vote in an uncontested election and the Board’s acceptance of such resignation. If the incumbent director does not receive a majority vote in an uncontested election, the Governance and Nominating Committee, or such other committee designated by the Board, will recommend to the Board whether to accept or reject the resignation or whether other action should be taken. The Board will decide whether to accept or reject the resignation, and make a public disclosure of its decision, including the rationale behind its decision if the resignation is rejected, within 90 days following the certification of election results. If the Board accepts a director’s resignation, or if a nominee for director is not elected and the nominee is not an incumbent director, the Board may fill the vacancy in accordance with the provisions of the By-laws as amended.

The foregoing description is a summary of the amendments to the By-laws and is qualified in its entirety by reference to the Amended and Restated By-laws of Range Resources Corporation, filed as Exhibit 3.1 to this Current

Report on Form 8-K and incorporated herein by reference. A copy of the By-laws as amended marked to show changes to the former By-laws has been included as Exhibit 3.2 to this Current Report on Form 8-K.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
3.1	Amended and Restated By-laws of Range Resources Corporation.
3.2	Amended and Restated By-laws of Range Resources Corporation, marked to show changes effected by the amendments discussed herein.
10.6	Form of Indemnification Agreement.

**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/ David P. Poole

David P. Poole

*Senior Vice President — General  
Counsel and Corporate Secretary*

Date: February 17, 2009

## EXHIBIT INDEX

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**RANGE RESOURCES CORPORATION**  
**AMENDED AND RESTATED BY-LAWS**  
**(As amended through February 12, 2009)**

**PREAMBLE**

These By-laws are subject to, and governed by, the General Corporation Law of the State of Delaware (the "Delaware General Corporation Law") and the certificate of incorporation (as the same may be amended and restated from time to time, the "Certificate of Incorporation") of Range Resources Corporation, a Delaware corporation (the "Corporation"). In the event of a direct conflict between the provisions of these By-laws and the mandatory provisions of the Delaware General Corporation Law or the provisions of the Certificate of Incorporation of the Corporation, such provisions of the Delaware General Corporation Law or the Certificate of Incorporation of the Corporation, as the case may be, will be controlling.

**ARTICLE I**

**Offices**

Section 1.1 Registered Office. The initial registered office in the State of Delaware shall be in the City of Wilmington, County of New Castle, and the name of the resident agent in charge thereof is The Corporation Trust Company. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation in the office of the Secretary of State of the State of Delaware.

Section 1.2 Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the board of directors of the Corporation (the "Board") may from time to time determine or the business of the Corporation may require.

**ARTICLE II**

**Meetings of Stockholders**

Section 2.1 Place of Meeting. All meetings of stockholders of the Corporation ("Stockholders") for the election of directors of the Corporation ("Directors") shall be held in the city of Fort Worth, Texas, or in such other places both within and without the State of Delaware as the Board may determine; and the Board shall fix the place within such city for the holding of such meeting. Meetings of Stockholders for any other purpose may be held at such place, within or without the State of Delaware, and time as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.2 Annual Meeting. The annual meeting of Stockholders (the "Annual Meeting") shall be held the second to last Thursday in May in each year commencing at 9:00 a.m., or at such other time as the Board shall designate. The meeting shall be held for the purposes of electing directors of the Corporation ("Directors") to succeed those Directors whose terms expire and transacting such other business as may properly be brought before the meeting. If the election of Directors shall not be held on the day designated for any Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the

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Stockholders as soon thereafter as conveniently possible. Except as otherwise permitted by law, no Stockholder shall require the Board to call an Annual Meeting.

Section 2.3 Special Meeting. Special meetings of the Stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman of the Board, the President or the Board, and shall be called by the Chairman of the Board, the President, a Vice President or the Secretary at the request in writing of Stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting. The Chairman of the Board, President or Directors so calling, or the Stockholders so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting. Only such business shall be transacted at a special meeting as may be stated or indicated in the notice of such meeting or in a duly executed waiver of notice of such meeting.

Section 2.4 Notice of Meeting. Written notice of the Annual Meeting, and each special meeting of Stockholders, stating, in the case of a special meeting, the time, place and, in general terms, the objects thereof, shall be served upon, mailed to or otherwise given to each Stockholder entitled to vote thereat, at least ten (10) days but not more than sixty (60) days before the date of the meeting. If such notice is to be sent by mail, it shall be directed to each Stockholder at his address as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. Notice of any meeting of Stockholders shall not be required to be given to any Stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy.

Section 2.5 Quorum. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of Stockholders for the transaction of business except as otherwise provided by statute, the Certificate of Incorporation or these By-laws. If a quorum shall not be present, in person or by proxy, at any meeting of Stockholders or any adjournment thereof, the chairman of the meeting or a majority in interest of the Stockholders entitled to vote thereat who are present, in person or by proxy, may adjourn the meeting from time to time, without notice other than announcement at the meeting (unless the Board, after such adjournment, fixes a new record date for the adjourned meeting), until a quorum shall be present, in person or by proxy. At any adjourned meeting at which a quorum shall be present, in person or by proxy, any business may be transacted which may have been transacted at the original meeting had a quorum been present, in person or by proxy; provided that, if the adjournment is for more than thirty (30) days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the adjourned meeting.

Section 2.6 Voting. When a quorum is present at any meeting of Stockholders, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question

is one upon which, by express provision of the statutes, the Certificate of Incorporation or these By-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Stockholders present at a meeting constituted in accordance with these By-laws may continue to transact business until adjournment, notwithstanding the withdrawal of enough Stockholders to leave less than a quorum. Every Stockholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Stockholder, bearing a date not more than eleven months prior to voting, unless such instrument provides for a longer period, and filed with the Secretary of the Corporation before, or at the time of, the meeting. If such instrument of proxy shall designate two or more persons to act as proxies, unless such instrument shall provide to the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares. Every such Stockholder shall have one vote for each share of stock having voting power registered in his name on the books of the Corporation. Except where the transfer books of the Corporation shall have been closed or a date shall have been fixed as a record date for the determination of its Stockholders entitled to vote, no share of stock shall be voted at any election for Directors which has been transferred on the books of the Corporation within twenty (20) days next preceding such election of Directors. No proxy shall be valid after three (3) years from the date of its execution, unless otherwise provided in the proxy. If no date is stated in a proxy, such proxy shall be presumed to have been executed on the date of the meeting at which it is to be voted. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power or unless otherwise made irrevocable by law.

Section 2.7 Voting of Stock of Certain Holders. Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the By-laws of such corporation may prescribe or, in the absence of such provision, as the Board of such corporation may determine. Shares standing in the name of a deceased person may be voted by the executor or administrator of such deceased person, either in person or by proxy. Shares standing in the name of a guardian, conservator or trustee may be voted by such fiduciary, either in person or by proxy, but no such fiduciary shall be entitled to vote shares held in such fiduciary capacity without a transfer of such shares into the name of such fiduciary. Shares standing in the name of a receiver may be voted by such receiver. A Stockholder whose shares are pledged shall be entitled to vote such shares, unless in the transfer by the pledgor on the books of the Corporation, he has expressly empowered the pledgee to vote thereon, in which case only the pledgee, or his proxy, may represent the stock and vote thereon.

Section 2.8 Treasury Stock. The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it; and such shares shall not be counted in determining the total number of outstanding shares.

Section 2.9 Closing Transfer Books or Fixing Record Date. The Board may close the stock transfer books of the Corporation for a period not exceeding sixty (60) days preceding the date of any meeting of Stockholders, or the date for payment of any dividend or distribution, or



the date for the allotment of rights or the date when any change, or conversion or exchange of capital stock shall go into effect or for a period not exceeding sixty (60) days in connection with obtaining the consent of Stockholders for any purpose. In lieu of closing the stock transfer books as aforesaid, the Board may fix in advance a date, not exceeding sixty (60) days preceding the date of any meeting of Stockholders, or the date for payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change, or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the Stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend or distribution, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such Stockholders and only such Stockholders as shall be Stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend or distribution, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

Section 2.10 Notice of Stockholder Business at Annual Meeting.

(a) At an Annual Meeting of the Stockholders, only such business shall be conducted as shall have been brought before the meeting (i) pursuant to the Corporation's notice of meeting, (ii) by or at the direction of a majority of the members of the Board, or (iii) by any Stockholder of the Corporation who is a Stockholder of record at the time of giving of notice provided for in these By-laws, who shall be entitled to vote at such meeting, and who complies with the notice procedures set forth in paragraph (b) of this Section 2.10.

(b) For business to be properly brought before an Annual Meeting by a Stockholder pursuant to clause (iii) of paragraph (a) of this Section 2.10, the Stockholder must have given timely notice thereof in writing to the Secretary of the Corporation at the Corporation's principal place of business. To be timely, a Stockholder's notice must be received at the principal executive offices of the Corporation not less than one hundred twenty (120) calendar days before the date of the Corporation's proxy statement released to Stockholders in connection with the previous year's Annual Meeting; provided, however, if the Corporation did not hold an Annual Meeting the previous year, or if the date of the current year's Annual Meeting is changed by more than thirty (30) days from the date of the previous year's meeting, then the deadline is a reasonable time before the Corporation begins to print and mail its proxy materials. A Stockholder's notice to the Secretary with respect to business to be brought at an Annual Meeting shall set forth (i) the nature of the proposed business with reasonable particularity, including the exact text of any proposal to be presented for adoption, and the reasons for conducting that business at the Annual Meeting, (ii) with respect to each such Stockholder, that Stockholder's name and address (as they appear on the records of the Corporation), business address and telephone number, residence address and telephone number, and the number of shares of each class of capital stock of the Corporation beneficially owned by that Stockholder and (iii) any interest of the Stockholder in the proposed business.

(c) Notwithstanding anything in these By-laws to the contrary, no business shall be conducted at an Annual Meeting except in accordance with the procedures set forth in

these By-laws. The chairman of an Annual Meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting and in accordance with the procedures prescribed by these By-laws, and if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted. Nothing in these By-laws shall relieve a Stockholder who proposes to conduct business at an Annual Meeting from complying with all applicable requirements, if any, of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder.

Section 2.11 Order of Business. The order of business at all meetings of Stockholders shall be as determined by the chairman of the meeting.

Section 2.12 Conduct of Meeting. The Chairman of the Board, if such office has been filled, and, if not or if the Chairman of the Board is absent or otherwise unable to act, the President, shall preside at all meetings of Stockholders. The Secretary shall keep the records of each meeting of Stockholders. In the absence or inability to act of any such officer, such officer's duties shall be performed by the officer given the authority to act for such absent or non-acting officer under these By-laws or by some person appointed by the meeting.

Section 2.13 Certain Rules of Procedure Relating to Stockholder Meetings. All Stockholder meetings, annual or special, shall be governed in accordance with the following rules:

(a) only Stockholders of record will be permitted to present motions from the floor at any meeting of Stockholders; and

(b) the chairman of the meeting shall preside over and conduct the meeting, and all questions of procedure or conduct of the meeting shall be decided solely by the chairman of the meeting. The chairman of the meeting shall have all power and authority vested in a presiding officer by law or practice to conduct an orderly meeting. Among other things, the chairman of the meeting shall have the power to adjourn or recess the meeting, to silence or expel persons to ensure the orderly conduct of the meeting, to declare motions or persons out of order, to prescribe rules of conduct and an agenda for the meeting, to impose reasonable time limits on questions and remarks by any Stockholder, to limit the number of questions a Stockholder may ask, to limit the nature of questions and comments to one subject matter at a time as dictated by any agenda for the meeting, to limit the number of speakers or persons addressing the chairman of the meeting or the meeting, to determine when the polls shall be closed, to limit the attendance at the meeting to Stockholders of record, beneficial owners of stock who present letters from the record holders confirming their status as beneficial owners, and the proxies of such record and beneficial holders, and to limit the number of proxies a Stockholder may name.

Section 2.14 Requests for Stockholder List and Corporation Records. Stockholders shall have those rights afforded under the Delaware General Corporation Law to inspect a list of Stockholders and other related records and make copies or extracts therefrom. Such request shall be in writing in compliance with Section 220 of the Delaware General Corporation Law. In addition, any Stockholder making such a request must agree that any information so inspected,

copied or extracted by the Stockholder shall be kept confidential, that any copies or extracts of such information shall be returned to the Corporation and that such information shall only be used for the purpose stated in the request. Information so requested shall be made available for inspecting, copying or extracting at the principal executive offices of the Corporation. Each Stockholder desiring a photostatic or other duplicate copies of any of such information requested shall make arrangements to provide such duplicating or other equipment necessary in the city where the Corporation's principal executive offices are located. Alternative arrangements with respect to this Section 2.14 may be permitted in the discretion of the President of the Corporation or by vote of the Board.

**ARTICLE III**  
**Board of Directors**

Section 3.1 Powers. The business and affairs of the Corporation shall be managed by its Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute, the Certificate of Incorporation or these By-laws directed or required to be exercised or done by the Stockholders.

Section 3.2 Number, Election and Term. The number of Directors which shall constitute the whole Board shall be not less than three (3) nor more than fifteen (15). Such number of Directors shall, from time to time, be fixed and determined by the Directors and shall be set forth in the notice of any meeting of Stockholders held for the purpose of electing Directors. Election of Directors need not be by ballot. Except as otherwise provided by the Certificate of Incorporation or these By-laws, each Director shall be elected by the vote of the majority of the votes cast with respect to that Director's election at any meeting for the election of Directors at which a quorum is present, provided that if the Board determines that the number of nominees exceeds the number of Directors to be elected at such meeting (a "Contested Election") and the Board has not rescinded such determination by the record date for such meeting as initially announced, then the Directors shall be elected by a vote of a plurality of the votes cast. For purposes of Article III of these By-laws, a majority of the votes cast shall mean the number of votes cast "for" a Director's election exceeds the number of votes cast "against" that Director's election. The following shall not be counted as votes cast either "for" or "against" a Director's election: (i) a share whose ballot is marked as withheld; (ii) a share otherwise present at the meeting but for which there is an abstention or (iii) a share otherwise present at the meeting as to which a Stockholder gives no authority or direction, including a "broker non-vote." Each Director elected shall hold office until his successor is duly elected and qualified or until his earlier death, resignation or removal. Directors need not be residents of Delaware or Stockholders.

Section 3.3 Nomination of Director Candidates.

(a) Nominations of persons for election to the Board at a meeting of Stockholders may be made (i) by or at the direction of the Board or (ii) by any Stockholder of the Corporation who is a Stockholder of record at the time of giving of notice provided for in these By-laws, who shall be entitled to vote for the election of the director so nominated and who complies with the notice procedures set forth in these By-laws.

(b) Nominations by Stockholders shall be made pursuant to timely notice in writing to the Secretary of the Corporation at the Corporation's principal place of business. To be timely, a Stockholder's notice must be received at the principal executive offices of the Corporation (i) in the case of an Annual Meeting, not less than one hundred twenty (120) calendar days before the date of the Corporation's proxy statement released to Stockholders in connection with the previous year's Annual Meeting; provided, however, if the Corporation did not hold an Annual Meeting the previous year, or if the date of the current year's Annual Meeting is changed by more than thirty (30) days from the date of the previous year's meeting, then the deadline is a reasonable time before the Corporation begins to print and mail its proxy materials, and (ii) in the case of a special meeting at which directors are to be elected, not later than the close of business on the tenth (10th) day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure of the meeting date was made. Such notice shall set forth (x) as to each nominee for election as a Director, all information relating to such person that would be required to be disclosed in solicitations of proxies for election of Directors, or that otherwise would be required, in each case pursuant to Regulation 1 4A under the Exchange Act (including such person's written consent to serve as a Director if elected and, if applicable, to being named in the proxy statement as a nominee), and (y) if the nomination is submitted by a Stockholder of record, (1) the name and address, as they appear on the Corporation's books, of such Stockholder of record and the name and address of the beneficial owner, if different, on whose behalf the nomination is made and (2) the class and number of shares of the Corporation which are beneficially owned and owned of record by such Stockholder of record and such beneficial owner. At the request of the Board, any person nominated by the Board for election as a Director shall furnish the Secretary of the Corporation that information required to be set forth in the Stockholder's notice of nomination which pertains to the nominee.

(c) No person shall be eligible to serve as a Director of the Corporation unless nominated in accordance with the procedures set forth in these By-laws. The election of any Director in violation of these By-laws shall be void and of no force or effect. The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these By-laws, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded. Notwithstanding the foregoing provisions of these By-laws, a Stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these By-laws.

(d) In order for any incumbent Director to become a nominee of the Board of Directors for further service on the Board, such person must submit an irrevocable resignation, contingent on (i) that person not receiving a majority of the votes cast in an election that is not a Contested Election, and (ii) acceptance of that resignation by the Board in accordance with policies and procedures adopted by the Board for such purpose. In the event an incumbent Director fails to receive a majority of the votes cast in an election that is not a Contested Election, the Governance and Nominating Committee, or such other committee designated by the Board pursuant to these By-laws, shall make a recommendation to the Board as to whether to accept or reject the resignation of such incumbent Director, or whether other action should be taken. The Board shall act on the resignation, taking into account the committee's recommendation, and publicly disclose (by a press release and filing an appropriate disclosure

with the Securities and Exchange Commission) its decision regarding the resignation and, if such resignation is rejected, the rationale behind the decision within ninety (90) days following certification of the election results. The committee in making its recommendation and the Board in making its decision each may consider any factors or other information that they consider appropriate and relevant.

(e) If the Board accepts a Director's irrevocable resignation pursuant to Section 3.3(d) of these By-laws, or if a nominee for Director is not elected and the nominee is not an incumbent Director, then the Board may fill the resulting vacancy in accordance with the provisions of these By-laws.

Section 3.4 Vacancies and Additional Directors. Any Director may resign at any time by written notice to the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If any vacancy occurs in the Board caused by death, resignation, retirement, disqualification or removal from office of any Director, or otherwise, or if any new directorship is created by an increase in the authorized number of Directors, a majority of the Directors then in office, though less than a quorum, may choose a successor or fill the newly created directorship; and a Director so chosen shall hold office until the next election of the class for which such Director shall have been chosen, and until his successor shall be duly elected and shall qualify, unless sooner displaced. No decrease in the number of Directors constituting the entire Board shall have the effect of shortening the term of any incumbent Director.

Section 3.5 Regular Meeting. A regular meeting of the Board shall be held each year, without other notice than these By-laws, at the place of, and immediately following, the Annual Meeting of Stockholders; and other regular meetings of the Board shall be held each year, at such time and place as the Board may provide, by resolution, either within or without the State of Delaware, without other notice than such resolution.

Section 3.6 Special Meeting. A special meeting of the Board may be called by the Chairman of the Board or by the President and shall be called by the Secretary on the written request of a majority of the Directors. The Chairman of the Board or President so calling, or the Directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

Section 3.7 Notice of Special Meeting. Written notice of special meetings of the Board shall be given to each Director at least twenty-four (24) hours prior to the time of such meeting. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board need be specified in the notice of waiver of notice of such meeting, except that notice shall be given of any proposed amendment to these By-laws if it is to be adopted at any special meeting or with respect to any other matter where notice is required by statute.

Section 3.8 Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these By-laws. If a quorum shall not be present at any meeting of the Board, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. A majority of committee members shall constitute a quorum for the transaction of business at any meeting of a Board committee; provided, however, that fifty percent (50%) of the members of any committee of the Board shall constitute a quorum for transacting business at any meeting of such committee, if such committee is comprised of an even number of committee members.

Section 3.9 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, as provided in Article IV of these By-laws, may be taken without a meeting, if a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 3.10 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 3.11 Compensation. Directors, as such, shall not be entitled to any stated salary for their services unless voted by the Directors; but by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board or any meeting of a committee of Directors. No provision of these By-laws shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

**ARTICLE IV**  
**Committee of Directors**

Section 4.1 Designation, Powers and Name. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each such committee to consist of two or more of the Directors of the Corporation, which shall have and may exercise such of the powers of the Board in the management of the business and affairs of the Corporation, as may be provided in the resolution, and may authorize the seal of the Corporation to be affixed to all papers which may require it. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such

limitations of authority as may be determined from time to time by resolution adopted by the Board. The Board may also designate a member of any such committee to be the Chairman thereof, and such Chairman shall preside at the meetings of such committee and shall perform such other duties as may be designated by the Board.

Section 4.2 Minutes. Each committee of Directors shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 4.3 Compensation. Members of a special or standing committees may be allowed compensation for attending committee meetings, if the Board shall so determine.

## **ARTICLE V**

### **Notice**

Section 5.1 Methods of Giving Notice. Whenever under the provisions of the statutes, the Certificate of Incorporation or these By-laws notice is required to be given to any Director, member of any committee or Stockholder, and no provision is made as to how such notice shall be given, personal notice shall not be required and any such notice may be given (a) in writing, by mail, postage prepaid, addressed to such committee member, Director or Stockholder at his address as it appears on the books or (in the case of a Stockholder) the stock transfer records of the Corporation, or (b) by any other method permitted by law (including but not limited to overnight courier service, telegram, telex or telefax). If mailed, notice to a Director, member of a committee or Stockholder shall be deemed to be given when deposited in the United States mail in a sealed envelope, with postage thereon prepaid, addressed, in the case of a Stockholder, to the Stockholder at the Stockholder's address as it appears on the records of the Corporation or, in the case of a Director or a member of a committee to such person at his business address. If sent by telegraph, notice to a Director or member of a committee shall be deemed to be given when the telegram, so addressed, is delivered to the telegraph company.

Section 5.2 Written Waiver. Whenever any notice is required to be given under the provisions of the statutes, the Certificate of Incorporation or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a Stockholder, Director, or committee member at a meeting shall constitute a waiver of notice of such meeting, except where such person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## **ARTICLE VI**

### **Officers**

Section 6.1 Officers. The officers of the Corporation shall be a Chairman of the Board, a Vice Chairman of the Board (if such office is created by the Board), a President, one or more Vice Presidents (any one or more of whom may be designated Executive Vice President or Senior Vice President), a Secretary and a Treasurer. The Board may by resolution create the office of Vice Chairman of the Board and define the duties of such office. The Board may appoint such other officers and agents, including Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, as it shall deem necessary, who shall hold their offices for such terms

and shall exercise such powers and perform such duties as shall be determined by the Board. Any two or more offices, other than the offices of the President and Secretary, or Chairman of the Board and Secretary, may be held by the same person. No officer shall execute, acknowledge, verify or countersign any instrument on behalf of the Company in more than one capacity, if such instrument is required by law, these By-laws or any act of the Corporation to be executed, acknowledged, verified or countersigned by two or more officers. The Chairman of the Board, Vice Chairman of the Board (if such office is created by the Board) and President shall be elected from among the Directors. With the foregoing exceptions, none of the other officers need be a Director, and none of the officers need be a Stockholder of the Corporation or a resident of the State of Delaware.

Section 6.2 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board at its first regular meeting held after the Annual Meeting of Stockholders or as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal, or until he shall cease to be a Director in the case of the Chairman of the Board, Vice Chairman of the Board and President.

Section 6.3 Removal and Resignation. Any officer or agent elected or appointed by the Board may be removed without cause by the affirmative vote of a majority of the Board whenever, in its judgment, the best interests of the Corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.4 Vacancies. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 6.5 Salaries. The salaries of all officers and agents of the Corporation shall be fixed by the Board or pursuant to its direction and no officer shall be prevented from receiving such salary by reason of his also being a Director.

Section 6.6 Chairman of the Board. The Chairman of the Board shall be a member of the Board. By virtue of his office he shall be a member of the Executive Committee if such committee be created. He shall preside at all meetings of the Board and Stockholders of the Corporation. He shall formulate and submit to the Board or the Executive Committee matters of general policy for the Corporation and shall perform such other duties as usually appertain to the office or may be designated by the Board or the Executive Committee. He may be designated by the Board as the Chief Executive Officer of the Corporation and in the event he is so designated shall have the duties and powers of the Chief Executive Officer as provided in Section 6.8.

Section 6.7 President. The President shall be a member of the Board. By virtue of his office he shall be a member of the Executive Committee if such committee is created. In the absence of the Chairman of the Board and the Vice Chairman of the Board (if such office is



created by the Board), the President shall preside at all meetings of the Board and the Stockholders. He may also preside at any such meeting attended by the Chairman or Vice Chairman of the Board as he is so designated by the Chairman of the Board when he is present, or in the Chairman of the Board's absence by the Vice Chairman of the Board. The President may be designated as the Chief Operating Officer of the Corporation and as such, subject to the control of the Board, the Executive Committee and the Chairman of the Board (if the Chairman of the Board shall have been designated Chief Executive Officer), shall supervise and direct the operations of the Corporation and shall perform such other duties as may be assigned to him by the Board, the Executive Committee or the Chairman of the Board (if the Chairman of the Board shall have been designated Chief Executive Officer). He may sign with the Secretary, or any other officer of the Corporation thereunto authorized by the Board, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these By-laws or by the Board to some other officer or agent of the Corporation or shall be required by law to be otherwise executed. The President may be designated by the Board as the Chief Executive Officer of the Corporation and in the event he is so designated shall have the duties and powers of the Chief Executive Officer of the Corporation as provided in Section 6.8. In the absence of the Chairman of the Board (if he shall have been designated as Chief Executive Officer) or in the event of his inability or refusal to act, the President shall perform the duties and exercise the powers of the Chief Executive Officer.

Section 6.8 Chief Executive Officer. The Board may designate either the Chairman of the Board or the President as the Chief Executive Officer, and such officer so designated, subject to the control of the Board, shall be responsible for and control the business and affairs of the Corporation.

He shall be the Chairman of the Executive Committee, if such committee shall be created by the Directors, unless the Board shall have designated another Director of the Corporation as the Chairman of the Executive Committee.

He shall have the power to appoint and remove subordinate officers, agents and employees, except those elected or appointed by the Board. The Chief Executive Officer shall keep the Board and the Executive Committee fully informed and shall consult with them concerning the business of the Corporation. He may sign with the Secretary or any other officer of the Corporation thereunto authorized by the Board, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these By-laws or by the Board to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. He shall vote, or give a proxy to any other officer of the Corporation to vote, all shares of the stock of any other corporation standing in the name of the Corporation and in general he shall perform all other duties as usually appertain to the Chief Executive Officer and such other duties as may be prescribed by the Stockholders, the Board or the Executive Committee from time to time.

Section 6.9 Vice Presidents. The Vice Presidents shall perform such duties as from time to time may be assigned to them by the Chief Executive Officer, the Board or the Executive

Committee. If directed by the Board, the Chief Executive Officer or the President, any Vice President may sign with the Secretary or any other officer of the Corporation thereunto authorized by the Board, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these By-laws or by the Board to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed.

Section 6.10 Secretary. The Secretary shall: (a) keep the minutes of the meetings of the Stockholders, the Board, the Executive Committee and such other committees as the Board shall designate; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (c) keep or cause to be kept a register of the post office address of each Stockholder which shall be furnished by such Stockholder; (d) sign with the President certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board; (e) have general charge of the stock transfer books of the Corporation; and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chief Executive Officer, the Board or the Executive Committee.

Section 6.11 Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 7.4; (c) prepare, or cause to be prepared, such reports as shall be requested by the Directors, the Executive Committee or the Chief Executive Officer; and (d) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chief Executive Officer, the Board or the Executive Committee.

Section 6.12 Assistant Secretary or Treasurer. The Assistant Secretaries and Assistant Treasurers shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the Chief Executive Officer, the Board or the Executive Committee. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of his office. The Assistant Secretaries may sign with the President certificates for shares of the Corporation, the issue of which shall have been authorized by a resolution of the Board. The Assistant Treasurers shall, respectively, if required by the Board, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine.

## **ARTICLE VII**

### **Contracts, Loans, Checks and Deposits**

Section 7.1 Contracts. Subject to the provisions of Section 6.1, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.2 Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board (or a resolution of a committee of Directors pursuant to authority conferred upon the committee). Such authority may be general or confined to specific instances.

Section 7.3 Checks, etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers or such agent or agents of the Corporation, and in such manner, as shall be determined by the Board.

Section 7.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

## **ARTICLE VIII** **Certificates of Stock**

Section 8.1 Issuance. Each Stockholder of this Corporation whose shares have been fully paid up shall be entitled to a certificate or certificates showing the number of shares registered in his name on the books of the Corporation. The certificates of stock of the Corporation shall be in such form as may be determined by the Board, shall be issued in numerical order and shall be entered in the books of the Corporation as they are issued. They shall exhibit the holder's name and number of shares, shall be signed by the President and by the Secretary or Assistant Secretary, shall bear the seal of the Corporation and shall be countersigned by any Transfer Agent and Registrar designated and appointed by the Board. If any stock certificate is signed (1) by a transfer agent or an assistant transfer agent, or (2) by a transfer clerk acting on behalf of the Corporation and a registrar, the signature of any such officer and the seal of the Corporation thereon may be facsimile. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in the case of a lost, stolen, destroyed or mutilated certificate a new one may be issued therefor upon such terms and with such indemnity (if any) to the Corporation as the Board may prescribe. Certificates shall not be issued representing fractional shares of stock.

Section 8.2 Certificates. The Board may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board may, in its discretion as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be

made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 8.3 Transfers. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Transfer of shares shall be made only on the books of the Corporation by registered holder thereof, or by his attorney thereunto authorized by power of attorney and filed with the Secretary of the Corporation or the Transfer Agent.

Section 8.4 Registered Stockholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

Section 8.5 Regulations. The Board shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration or the replacement of certificates for shares of stock of the Corporation.

Section 8.6 Legends. The Board shall have the power and authority to provide that certificates representing shares of stock bear such legends as the Board deems appropriate to assure that the Corporation does not become liable for violations of federal or state securities laws or other applicable law.

## **ARTICLE IX**

### **Dividends**

Section 9.1 Declaration. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation. Such declaration and payment shall be at the discretion of the Board.

Section 9.2 Reserve. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

## **ARTICLE X**

### **Miscellaneous**

Section 10.1 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board.

Section 10.2 Books. The books of the Corporation may be kept (subject to any provisions contained in the statutes) outside the State of Delaware at the offices of the Corporation in Fort Worth, Texas, or at such other place or places as may be designated from time to time by the Board.

Section 10.3 Securities of Other Corporations. With the prior approval of a majority of the Corporation's Board, the Chairman of the Board, the President, or any Vice President, the Corporation shall have the power and authority to transfer, endorse for transfer, vote, consent, or take any other action with respect to any securities of another issuer which may be held or owned by the Corporation and to make, execute, and deliver any waiver, proxy or consent with respect to any such securities.

Section 10.4 Telephone Meetings. Stockholders (acting for themselves or through a proxy), members of the Board and members of a committee of the Board may participate in and hold a meeting of such Stockholders, Board or committee by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other and participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 10.5 Invalid Provisions. If any part of these By-laws shall be held invalid or inoperative for any reason, the remaining parts, so far as it is possible and reasonable, shall remain valid and operative.

Section 10.6 Mortgages, etc. With respect to any deed, deed of trust, mortgage or other instrument executed by the Corporation through its duly authorized officer or officers, the attestation to such execution by the Secretary of the Corporation shall not be necessary to constitute such deed, deed of trust, mortgage or other instrument a valid and binding obligation against the Corporation unless the resolutions, if any, of the Board authorizing such execution expressly state that such attestation is necessary.

Section 10.7 Headings. The headings used in these By-laws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

Section 10.8 References. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender should include each other gender where appropriate.

## **ARTICLE XI**

### **Amendment**

These By-laws may be altered, amended or repealed by a majority of the Board present at any regular meeting of the Board without prior notice, or at any special meeting of the Board if notice of such alteration, amendment or repeal be contained in the notice of such special meeting. In addition to any affirmative vote of the holders of any particular class or series of the capital stock of the Corporation required by law or by the Certificate of Incorporation of the Corporation, the affirmative vote of the holders of not less than eighty percent (80%) of the

outstanding shares of the Corporation then entitled to vote upon the election of directors, voting together as a single class, shall be required for the alteration, amendment, or repeal of the By-laws or adoption of new By-laws by the Stockholders of the Corporation.

## **ARTICLE XII**

### **Indemnification**

Section 12.1 Right to Indemnification. 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 (hereinafter a “proceeding”), by reason of the fact that he, or a person of whom he is the legal representative, 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 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, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of his heirs, executors and administrators. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Delaware General Corporation Law requires, the payment of such expenses incurred by a Director or officer in his capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a Director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section or otherwise.

Section 12.2 Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these By-laws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 12.3 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

List of Amendments:

- April 13, 1994 Addition of Article XII
- September 10, 1997 Change of record date to meeting date period from 50 to 60 days by deleting Section 2.9 of Article II in its entirety and replacing it with the current Section 2.9.
- August 25, 1998 Name change from Lomak Petroleum, Inc. to Range Resources Corporation
- May 24, 2001 (a) Quorum for Committees changed to fifty percent to accommodate committees that have four members; (b) numerous cosmetic changes for wording changes; and (c) added provisions for updated proxy procedures for Annual Meeting and procedures for Annual Meeting. See Exhibit A to Minutes for blackline of all changes.
- July 14, 2003 Required notice to directors of a special meeting changed from 48 hours to 24 hours (Section 3.7).
- December 5, 2003 (a) Revised stockholder proposal submission provisions and provisions relating to stockholders nominating directors to conform with Rule 14a-8 of Regulation I 4A under the Securities Exchange Act of 1934 (Section 2.10(b) and Section 3.3(b)); (b) revised language to specifically provide that Vice Presidents may be designated Executive Vice President or Senior Vice President (Section 6.1); (c) revised language to provide that the President may be designated the Chief Operating Officer rather than the President automatically becomes Chief Operating Officer by virtue of his position as President (Section 6.7); (d) added language to provide Vice Presidents with the authority, if directed by the Board, the Chief Executive Officer or the President, to sign with the Secretary or any other officer authorized by the Board, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution has been expressly delegated by the By-laws or the Board to some other officer or agent of the Corporation, or is required by law to be otherwise executed (Section 6.9); (e) changed the location of where the books of the Corporation are kept from Hartville, Ohio to Fort Worth, Texas (Section 10.2); and (f) revised the By-laws generally to eliminate flits and inconsistencies in the document.
- February 12, 2009 Revised By-Laws to provide for a majority vote standard in uncontested elections of directors (Sections 3.2 and 3.3).

*List of Amendments*

**RANGE RESOURCES CORPORATION**  
**AMENDED AND RESTATED BY-LAWS**  
**(As amended through ~~December 5, 2003~~ February 12, 2009)**

**PREAMBLE**

These By-laws are subject to, and governed by, the General Corporation Law of the State of Delaware (the "Delaware General Corporation Law") and the certificate of incorporation (as the same may be amended and restated from time to time, the "Certificate of Incorporation") of Range Resources Corporation, a Delaware corporation (the "Corporation"). In the event of a direct conflict between the provisions of these By-laws and the mandatory provisions of the Delaware General Corporation Law or the provisions of the Certificate of Incorporation of the Corporation, such provisions of the Delaware General Corporation Law or the Certificate of Incorporation of the Corporation, as the case may be, will be controlling.

**ARTICLE I**

**Offices**

Section 1.1 Registered Office. The initial registered office in the State of Delaware shall be in the City of Wilmington, County of New Castle, and the name of the resident agent in charge thereof is The Corporation Trust Company. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation in the office of the Secretary of State of the State of Delaware.

Section 1.2 Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the board of directors of the Corporation (the "Board") may from time to time determine or the business of the Corporation may require.

**ARTICLE II**

**Meetings of Stockholders**

Section 2.1 Place of Meeting. All meetings of stockholders of the Corporation ("Stockholders") for the election of directors of the Corporation ("Directors") shall be held in the city of Fort Worth, Texas, or in such other places both within and without the State of Delaware as the Board may determine; and the Board shall fix the place within such city for the holding of such meeting. Meetings of Stockholders for any other purpose may be held at such place, within or without the State of Delaware, and time as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.2 Annual Meeting. The annual meeting of Stockholders (the "Annual Meeting") shall be held the second to last Thursday in May in each year commencing at 9:00 a.m., or at such other time as the Board shall designate. The meeting shall be held for the ~~purpose of electing by a plurality vote a Board~~ purposes of electing directors of the Corporation ("Directors") to succeed those Directors whose terms expire and transacting such other business as may properly be brought before the meeting. If the election of Directors shall not be held on the day designated for any Annual Meeting, or at any adjournment thereof, the Board shall cause

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the election to be held at a special meeting of the Stockholders as soon thereafter as conveniently possible. Except as otherwise permitted by law, no Stockholder shall require the Board to call an Annual Meeting.

Section 2.3 Special Meeting. Special meetings of the Stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman of the Board, the President or the Board, and shall be called by the Chairman of the Board, the President, a Vice President or the Secretary at the request in writing of Stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting. The Chairman of the Board, President or Directors so calling, or the Stockholders so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting. Only such business shall be transacted at a special meeting as may be stated or indicated in the notice of such meeting or in a duly executed waiver of notice of such meeting.

Section 2.4 Notice of Meeting. Written notice of the Annual Meeting, and each special meeting of Stockholders, stating, in the case of a special meeting, the time, place and, in general terms, the objects thereof<sup>2</sup>, shall be served upon, mailed to or otherwise given to each Stockholder entitled to vote thereat, at least ten (10) days but not more than sixty (60) days before the date of the meeting. If such notice is to be sent by mail, it shall be directed to each Stockholder at his address as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. Notice of any meeting of Stockholders shall not be required to be given to any Stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy.

Section 2.5 Quorum. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of Stockholders for the transaction of business except as otherwise provided by statute, the Certificate of Incorporation or these By-laws. If a quorum shall not be present, in person or by proxy, at any meeting of Stockholders or any adjournment thereof, the chairman of the meeting or a majority in interest of the Stockholders entitled to vote thereat who are present, in person or by proxy, may adjourn the meeting from time to time, without notice other than announcement at the meeting (unless the Board, after such adjournment, fixes a new record date for the adjourned meeting), until a quorum shall be present, in person or by proxy. At any adjourned meeting at which a quorum shall be present, in person or by proxy, any business may be transacted which may have been transacted at the original meeting had a quorum been present, in person or by proxy; provided that, if the adjournment is for more than thirty (30) days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the adjourned meeting.

Section 2.6 Voting. When a quorum is present at any meeting of Stockholders, the vote of the holders of a majority of the stock having voting power present in person or

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represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes, the Certificate of Incorporation or these By-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Stockholders present at a meeting constituted in accordance with these By-laws may continue to transact business until adjournment, notwithstanding the withdrawal of enough Stockholders to leave less than a quorum. Every Stockholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Stockholder, bearing a date not more than eleven months prior to voting, unless such instrument provides for a longer period, and filed with the Secretary of the Corporation before, or at the time of, the meeting. If such instrument of proxy shall designate two or more persons to act as proxies, unless such instrument shall provide to the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares. Every such Stockholder shall have one vote for each share of stock having voting power registered in his name on the books of the Corporation. Except where the transfer books of the Corporation shall have been closed or a date shall have been fixed as a record date for the determination of its Stockholders entitled to vote, no share of stock shall be voted at any election for Directors which has been transferred on the books of the Corporation within twenty (20) days next preceding such election of Directors. No proxy shall be valid after three (3) years from the date of its execution, unless otherwise provided in the proxy. If no date is stated in a proxy, such proxy shall be presumed to have been executed on the date of the meeting at which it is to be voted. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power or unless otherwise made irrevocable by law.

Section 2.7 Voting of Stock of Certain Holders. Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the By-laws of such corporation may prescribe or, in the absence of such provision, as the Board of such corporation may determine. Shares standing in the name of a deceased person may be voted by the executor or administrator of such deceased person, either in person or by proxy. Shares standing in the name of a guardian, conservator or trustee may be voted by such fiduciary, either in person or by proxy, but no such fiduciary shall be entitled to vote shares held in such fiduciary capacity without a transfer of such shares into the name of such fiduciary. Shares standing in the name of a receiver may be voted by such receiver. A Stockholder whose shares are pledged shall be entitled to vote such shares, unless in the transfer by the pledgor on the books of the Corporation, he has expressly empowered the pledgee to vote thereon, in which case only the pledgee, or his proxy, may represent the stock and vote thereon.

Section 2.8 Treasury Stock. The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it; and such shares shall not be counted in determining the total number of outstanding shares.

Section 2.9 Closing Transfer Books or Fixing Record Date. The Board may close the stock transfer books of the Corporation for a period not exceeding sixty (60) days preceding the

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date of any meeting of Stockholders, or the date for payment of any dividend or distribution, or the date for the allotment of rights or the date when any change, or conversion or exchange of capital stock shall go into effect or for a period not exceeding sixty (60) days in connection with obtaining the consent of Stockholders for any purpose. In lieu of closing the stock transfer books as aforesaid, the Board may fix in advance a date, not exceeding sixty (60) days preceding the date of any meeting of Stockholders, or the date for payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change, or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining such consent, as a record date for the determination of the Stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend or distribution, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such Stockholders and only such Stockholders as shall be Stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend or distribution, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

Section 2.10 Notice of Stockholder Business at Annual Meeting.

(a) At an Annual Meeting of the Stockholders, only such business shall be conducted as shall have been brought before the meeting (i) pursuant to the Corporation's notice of meeting, (ii) by or at the direction of a majority of the members of the Board, or (iii) by any Stockholder of the Corporation who is a Stockholder of record at the time of giving of notice provided for in these By-laws, who shall be entitled to vote at such meeting, and who complies with the notice procedures set forth in paragraph (b) of this Section 2.10.

(b) For business to be properly brought before an Annual Meeting by a Stockholder pursuant to clause (iii) of paragraph (a) of this Section 2.10, the Stockholder must have given timely notice thereof in writing to the Secretary of the Corporation at the Corporation's principal place of business. To be timely, a Stockholder's notice must be received at the principal executive offices of the Corporation not less than one hundred twenty (120) calendar days before the date of the Corporation's proxy statement released to Stockholders in connection with the previous year's Annual Meeting; provided, however, if the Corporation did not hold an Annual Meeting the previous year, or if the date of the current year's Annual Meeting is changed by more than thirty (30) days from the date of the previous year's meeting, then the deadline is a reasonable time before the Corporation begins to print and mail its proxy materials. A Stockholder's notice to the Secretary with respect to business to be brought at an Annual Meeting shall set forth (i) the nature of the proposed business with reasonable particularity, including the exact text of any proposal to be presented for adoption, and the reasons for conducting that business at the Annual Meeting, (ii) with respect to each such Stockholder, that Stockholder's name and address (as they appear on the records of the Corporation), business address and telephone number, residence address and telephone number, and the number of shares of each class of capital stock of the Corporation beneficially owned by that Stockholder and (iii) any interest of the Stockholder in the proposed business.

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(c) Notwithstanding anything in these By-laws to the contrary, no business shall be conducted at an Annual Meeting except in accordance with the procedures set forth in these By-laws. The chairman of an Annual Meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting and in accordance with the procedures prescribed by these By-laws, and if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted. Nothing in these By-laws shall relieve a Stockholder who proposes to conduct business at an Annual Meeting from complying with all applicable requirements, if any, of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder.

Section 2.11 Order of Business. The order of business at all meetings of Stockholders shall be as determined by the chairman of the meeting.

Section 2.12 Conduct of Meeting. The Chairman of the Board, if such office has been filled, and, if not or if the Chairman of the Board is absent or otherwise unable to act, the President, shall preside at all meetings of Stockholders. The Secretary shall keep the records of each meeting of Stockholders. In the absence or inability to act of any such officer, such officer's duties shall be performed by the officer given the authority to act for such absent or non-acting officer under these By-laws or by some person appointed by the meeting.

Section 2.13 Certain Rules of Procedure Relating to Stockholder Meetings. All Stockholder meetings, annual or special, shall be governed in accordance with the following rules:

(a) only Stockholders of record will be permitted to present motions from the floor at any meeting of Stockholders; and

(b) the chairman of the meeting shall preside over and conduct the meeting, and all questions of procedure or conduct of the meeting shall be decided solely by the chairman of the meeting. The chairman of the meeting shall have all power and authority vested in a presiding officer by law or practice to conduct an orderly meeting. Among other things, the chairman of the meeting shall have the power to adjourn or recess the meeting, to silence or expel persons to ensure the orderly conduct of the meeting, to declare motions or persons out of order, to prescribe rules of conduct and an agenda for the meeting, to impose reasonable time limits on questions and remarks by any Stockholder, to limit the number of questions a Stockholder may ask, to limit the nature of questions and comments to one subject matter at a time as dictated by any agenda for the meeting, to limit the number of speakers or persons addressing the chairman of the meeting or the meeting, to determine when the polls shall be closed, to limit the attendance at the meeting to Stockholders of record, beneficial owners of stock who present letters from the record holders confirming their status as beneficial owners, and the proxies of such record and beneficial holders, and to limit the number of proxies a Stockholder may name.

Section 2.14 Requests for Stockholder List and Corporation Records. Stockholders shall have those rights afforded under the Delaware General Corporation Law to inspect a list of Stockholders and other related records and make copies or extracts therefrom. Such request shall

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be in writing in compliance with Section 220 of the Delaware General Corporation Law. In addition, any Stockholder making such a request must agree that any information so inspected, copied or extracted by the Stockholder shall be kept confidential, that any copies or extracts of such information shall be returned to the Corporation and that such information shall only be used for the purpose stated in the request. Information so requested shall be made available for inspecting, copying or extracting at the principal executive offices of the Corporation. Each Stockholder desiring a photostatic or other duplicate copies of any of such information requested shall make arrangements to provide such duplicating or other equipment necessary in the city where the Corporation's principal executive offices are located. Alternative arrangements with respect to this Section 2.14 may be permitted in the discretion of the President of the Corporation or by vote of the Board.

### **ARTICLE III** **Board of Directors**

Section 3.1 Powers. The business and affairs of the Corporation shall be managed by its Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute, the Certificate of Incorporation or these By-laws directed or required to be exercised or done by the Stockholders.

Section 3.2 Number, Election and Term. The number of Directors which shall constitute the whole Board shall be not less than three (3) nor more than fifteen (15). Such number of Directors shall, from time to time, be fixed and determined by the Directors and shall be set forth in the notice of any meeting of Stockholders held for the purpose of electing Directors. Election of Directors need not be by ballot. ~~The Directors shall be elected at the Annual Meeting of Stockholders. Except as otherwise provided by the Certificate of Incorporation or these By-laws, each Director shall be elected by the vote of the majority of the votes cast with respect to that Director's election at any meeting for the election of Directors at which a quorum is present by, provided that if the Board determines that the number of nominees exceeds the number of Directors to be elected at such meeting (a "Contested Election") and the Board has not rescinded such determination by the record date for such meeting as initially announced, then the Directors shall be elected by a vote of a plurality of the votes of the shares present in person or represented by proxy and entitled to vote on the election of directors or a class of directors, except as provided in Sections 2.2 and 3.4 cast. For purposes of Article III of these By-laws, a majority of the votes cast shall mean the number of votes cast "for" a Director's election exceeds the number of votes cast "against" that Director's election. The following shall not be counted as votes cast either "for" or "against" a Director's election: (i) a share whose ballot is marked as withheld; (ii) a share otherwise present at the meeting but for which there is an abstention or (iii) a share otherwise present at the meeting as to which a Stockholder gives no authority or direction, including a "broker non-vote."~~ Each Director elected shall hold office until ~~the Annual Meeting of Stockholders of the Corporation next succeeding his election or until his successor is duly elected and qualified or until his earlier~~ death, resignation or removal. Directors need not be residents of Delaware or Stockholders ~~of the Corporation~~.

Section 3.3 Nomination of Director Candidates.

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(a) Nominations of persons for election to the Board at a meeting of Stockholders may be made (i) by or at the direction of the Board or (ii) by any Stockholder of the Corporation who is a Stockholder of record at the time of giving of notice provided for in these By-laws, who shall be entitled to vote for the election of the director so nominated and who complies with the notice procedures set forth in these By-laws.

(b) Nominations by Stockholders shall be made pursuant to timely notice in writing to the Secretary of the Corporation at the Corporation's principal place of business. To be timely, a Stockholder's notice must be received at the principal executive offices of the Corporation (i) in the case of an Annual Meeting, not less than one hundred twenty (120) calendar days before the date of the Corporation's proxy statement released to Stockholders in connection with the previous year's Annual Meeting; provided, however, if the Corporation did not hold an Annual Meeting the previous year, or if the date of the current year's Annual Meeting is changed by more than thirty (30) days from the date of the previous year's meeting, then the deadline is a reasonable time before the Corporation begins to print and mail its proxy materials, and (ii) in the case of a special meeting at which directors are to be elected, not later than the close of business on the tenth (10th) day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure of the meeting date was made. Such notice shall set forth (x) as to each nominee for election as a Director, all information relating to such person that would be required to be disclosed in solicitations of proxies for election of Directors, or that otherwise would be required, in each case pursuant to Regulation 1 4A under the Exchange Act (including such person's written consent to serve as a Director if elected and, if applicable, to being named in the proxy statement as a nominee), and (y) if the nomination is submitted by a Stockholder of record, (1) the name and address, as they appear on the Corporation's books, of such Stockholder of record and the name and address of the beneficial owner, if different, on whose behalf the nomination is made and (2) the class and number of shares of the Corporation which are beneficially owned and owned of record by such Stockholder of record and such beneficial owner. At the request of the Board, any person nominated by the Board for election as a Director shall furnish the Secretary of the Corporation that information required to be set forth in the Stockholder's notice of nomination which pertains to the nominee.

(c) No person shall be eligible to serve as a Director of the Corporation unless nominated in accordance with the procedures set forth in these By-laws. The election of any Director in violation of these By-laws shall be void and of no force or effect. The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these By-laws, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded. Notwithstanding the foregoing provisions of these By-laws, a Stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these By-laws.

(d) In order for any incumbent Director to become a nominee of the Board of Directors for further service on the Board, such person must submit an irrevocable resignation, contingent on (i) that person not receiving a majority of the votes cast in an election that is not a Contested Election, and (ii) acceptance of that resignation by the Board in accordance with policies and procedures adopted by the Board for such purpose. In the event an incumbent

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Director fails to receive a majority of the votes cast in an election that is not a Contested Election, the Governance and Nominating Committee, or such other committee designated by the Board pursuant to these By-laws, shall make a recommendation to the Board as to whether to accept or reject the resignation of such incumbent Director, or whether other action should be taken. The Board shall act on the resignation, taking into account the committee's recommendation, and publicly disclose (by a press release and filing an appropriate disclosure with the Securities and Exchange Commission) its decision regarding the resignation and, if such resignation is rejected, the rationale behind the decision within ninety (90) days following certification of the election results. The committee in making its recommendation and the Board in making its decision each may consider any factors or other information that they consider appropriate and relevant.

(e) If the Board accepts a Director's irrevocable resignation pursuant to Section 3.3(d) of these By-laws, or if a nominee for Director is not elected and the nominee is not an incumbent Director, then the Board may fill the resulting vacancy in accordance with the provisions of these By-laws.

Section 3.4 Vacancies and Additional Directors. Any Director may resign at any time by written notice to the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If any vacancy occurs in the Board caused by death, resignation, retirement, disqualification or removal from office of any Director, or otherwise, or if any new directorship is created by an increase in the authorized number of Directors, a majority of the Directors then in office, though less than a quorum, may choose a successor or fill the newly created directorship; and a Director so chosen shall hold office until the next election of the class for which such Director shall have been chosen, and until his successor shall be duly elected and shall qualify, unless sooner displaced. No decrease in the number of Directors constituting the entire Board shall have the effect of shortening the term of any incumbent Director.

Section 3.5 Regular Meeting. A regular meeting of the Board shall be held each year, without other notice than these By-laws, at the place of, and immediately following, the Annual Meeting of Stockholders; and other regular meetings of the Board shall be held each year, at such time and place as the Board may provide, by resolution, either within or without the State of Delaware, without other notice than such resolution.

Section 3.6 Special Meeting. A special meeting of the Board may be called by the Chairman of the Board or by the President and shall be called by the Secretary on the written request of a majority of the Directors. The Chairman of the Board or President so calling, or the Directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

Section 3.7 Notice of Special Meeting. Written notice of special meetings of the Board shall be given to each Director at least twenty-four (24) hours prior to the time of such meeting. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not

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lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board need be specified in the notice of waiver of notice of such meeting, except that notice shall be given of any proposed amendment to these By-laws if it is to be adopted at any special meeting or with respect to any other matter where notice is required by statute.

Section 3.8 Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these By-laws. If a quorum shall not be present at any meeting of the Board, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. A majority of committee members shall constitute a quorum for the transaction of business at any meeting of a Board committee; provided, however, that fifty percent (50%) of the members of any committee of the Board shall constitute a quorum for transacting business at any meeting of such committee, if such committee is comprised of an even number of committee members.

Section 3.9 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, as provided in Article IV of these By-laws, may be taken without a meeting, if a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 3.10 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 3.11 Compensation. Directors, as such, shall not be entitled to any stated salary for their services unless voted by the Directors; but by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board or any meeting of a committee of Directors. No provision of these By-laws shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

#### **ARTICLE IV** **Committee of Directors**

Section 4.1 Designation, Powers and Name. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each such committee to consist of two or more of the Directors of the Corporation, which shall have and may exercise such of the powers of the Board in the management of the business and affairs of the

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Corporation, as may be provided in the resolution, and may authorize the seal of the Corporation to be affixed to all papers which may require it. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board. The Board may also designate a member of any such committee to be the Chairman thereof, and such Chairman shall preside at the meetings of such committee and shall perform such other duties as may be designated by the Board.

Section 4.2 Minutes. Each committee of Directors shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 4.3 Compensation. Members of a special or standing committees may be allowed compensation for attending committee meetings, if the Board shall so determine.

## **ARTICLE V**

### **Notice**

Section 5.1 Methods of Giving Notice. Whenever under the provisions of the statutes, the Certificate of Incorporation or these By-laws notice is required to be given to any Director, member of any committee or Stockholder, and no provision is made as to how such notice shall be given, personal notice shall not be required and any such notice may be given (a) in writing, by mail, postage prepaid, addressed to such committee member, Director or Stockholder at his address as it appears on the books or (in the case of a Stockholder) the stock transfer records of the Corporation, or (b) by any other method permitted by law (including but not limited to overnight courier service, telegram, telex or telefax). If mailed, notice to a Director, member of a committee or Stockholder shall be deemed to be given when deposited in the United States mail in a sealed envelope, with postage thereon prepaid, addressed, in the case of a Stockholder, to the Stockholder at the Stockholder's address as it appears on the records of the Corporation or, in the case of a Director or a member of a committee to such person at his business address. If sent by telegraph, notice to a Director or member of a committee shall be deemed to be given when the telegram, so addressed, is delivered to the telegraph company.

Section 5.2 Written Waiver. Whenever any notice is required to be given under the provisions of the statutes, the Certificate of Incorporation or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a Stockholder, Director, or committee member at a meeting shall constitute a waiver of notice of such meeting, except where such person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

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**ARTICLE VI**  
**Officers**

Section 6.1 Officers. The officers of the Corporation shall be a Chairman of the Board, a Vice Chairman of the Board (if such office is created by the Board), a President, one or more Vice Presidents (any one or more of whom may be designated Executive Vice President or Senior Vice President), a Secretary and a Treasurer. The Board may by resolution create the office of Vice Chairman of the Board and define the duties of such office. The Board may appoint such other officers and agents, including Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board. Any two or more offices, other than the offices of the President and Secretary, or Chairman of the Board and Secretary, may be held by the same person. No officer shall execute, acknowledge, verify or countersign any instrument on behalf of the Company in more than one capacity, if such instrument is required by law, these By-laws or any act of the Corporation to be executed, acknowledged, verified or countersigned by two or more officers. The Chairman of the Board, Vice Chairman of the Board (if such office is created by the Board) and President shall be elected from among the Directors. With the foregoing exceptions, none of the other officers need be a Director, and none of the officers need be a Stockholder of the Corporation or a resident of the State of Delaware.

Section 6.2 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board at its first regular meeting held after the Annual Meeting of Stockholders or as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal, or until he shall cease to be a Director in the case of the Chairman of the Board, Vice Chairman of the Board and President.

Section 6.3 Removal and Resignation. Any officer or agent elected or appointed by the Board may be removed without cause by the affirmative vote of a majority of the Board whenever, in its judgment, the best interests of the Corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.4 Vacancies. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 6.5 Salaries. The salaries of all officers and agents of the Corporation shall be fixed by the Board or pursuant to its direction and no officer shall be prevented from receiving such salary by reason of his also being a Director.

Section 6.6 Chairman of the Board. The Chairman of the Board shall be a member of the Board. By virtue of his office he shall be a member of the Executive Committee if such committee be created. He shall preside at all meetings of the Board and Stockholders of the Corporation. He shall formulate and submit to the Board or the Executive Committee matters of general policy for the Corporation and shall perform such other duties as usually appertain to the

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office or may be designated by the Board or the Executive Committee. He may be designated by the Board as the Chief Executive Officer of the Corporation and in the event he is so designated shall have the duties and powers of the Chief Executive Officer as provided in Section 6.8.

Section 6.7 President. The President shall be a member of the Board. By virtue of his office he shall be a member of the Executive Committee if such committee is created. In the absence of the Chairman of the Board and the Vice Chairman of the Board (if such office is created by the Board), the President shall preside at all meetings of the Board and the Stockholders. He may also preside at any such meeting attended by the Chairman or Vice Chairman of the Board as he is so designated by the Chairman of the Board when he is present, or in the Chairman of the Board's absence by the Vice Chairman of the Board. The President may be designated as the Chief Operating Officer of the Corporation and as such, subject to the control of the Board, the Executive Committee and the Chairman of the Board (if the Chairman of the Board shall have been designated Chief Executive Officer), shall supervise and direct the operations of the Corporation and shall perform such other duties as may be assigned to him by the Board, the Executive Committee or the Chairman of the Board (if the Chairman of the Board shall have been designated Chief Executive Officer). He may sign with the Secretary, or any other officer of the Corporation thereunto authorized by the Board, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these By-laws or by the Board to some other officer or agent of the Corporation or shall be required by law to be otherwise executed. The President may be designated by the Board as the Chief Executive Officer of the Corporation and in the event he is so designated shall have the duties and powers of the Chief Executive Officer of the Corporation as provided in Section 6.8. In the absence of the Chairman of the Board (if he shall have been designated as Chief Executive Officer) or in the event of his inability or refusal to act, the President shall perform the duties and exercise the powers of the Chief Executive Officer.

Section 6.8 Chief Executive Officer. The Board may designate either the Chairman of the Board or the President as the Chief Executive Officer, and such officer so designated, subject to the control of the Board, shall be responsible for and control the business and affairs of the Corporation.

He shall be the Chairman of the Executive Committee, if such committee shall be created by the Directors, unless the Board shall have designated another Director of the Corporation as the Chairman of the Executive Committee.

He shall have the power to appoint and remove subordinate officers, agents and employees, except those elected or appointed by the Board. The Chief Executive Officer shall keep the Board and the Executive Committee fully informed and shall consult with them concerning the business of the Corporation. He may sign with the Secretary or any other officer of the Corporation thereunto authorized by the Board, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these By-laws or by the Board to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. He shall vote, or give a proxy

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to any other officer of the Corporation to vote, all shares of the stock of any other corporation standing in the name of the Corporation and in general he shall perform all other duties as usually appertain to the Chief Executive Officer and such other duties as may be prescribed by the Stockholders, the Board or the Executive Committee from time to time.

Section 6.9 Vice Presidents. The Vice Presidents shall perform such duties as from time to time may be assigned to them by the Chief Executive Officer, the Board or the Executive Committee. If directed by the Board, the Chief Executive Officer or the President, any Vice President may sign with the Secretary or any other officer of the Corporation thereunto authorized by the Board, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these By-laws or by the Board to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed.

Section 6.10 Secretary. The Secretary shall: (a) keep the minutes of the meetings of the Stockholders, the Board, the Executive Committee and such other committees as the Board shall designate; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (c) keep or cause to be kept a register of the post office address of each Stockholder which shall be furnished by such Stockholder; (d) sign with the President certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the Board; (e) have general charge of the stock transfer books of the Corporation; and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chief Executive Officer, the Board or the Executive Committee.

Section 6.11 Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 7.4; (c) prepare, or cause to be prepared, such reports as shall be requested by the Directors, the Executive Committee or the Chief Executive Officer; and (d) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chief Executive Officer, the Board or the Executive Committee.

Section 6.12 Assistant Secretary or Treasurer. The Assistant Secretaries and Assistant Treasurers shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the Chief Executive Officer, the Board or the Executive Committee. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of his office. The Assistant Secretaries may sign with the President certificates for shares of the Corporation, the issue of which shall have been authorized by a resolution of the Board. The Assistant Treasurers shall, respectively, if required by the Board, give bonds for the

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faithful discharge of their duties in such sums and with such sureties as the Board shall determine.

**ARTICLE VII**  
**Contracts, Loans, Checks and Deposits**

Section 7.1 Contracts. Subject to the provisions of Section 6.1, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.2 Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board (or a resolution of a committee of Directors pursuant to authority conferred upon the committee). Such authority may be general or confined to specific instances.

Section 7.3 Checks, etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers or such agent or agents of the Corporation, and in such manner, as shall be determined by the Board.

Section 7.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

**ARTICLE VIII**  
**Certificates of Stock**

Section 8.1 Issuance. Each Stockholder of this Corporation whose shares have been fully paid up shall be entitled to a certificate or certificates showing the number of shares registered in his name on the books of the Corporation. The certificates of stock of the Corporation shall be in such form as may be determined by the Board, shall be issued in numerical order and shall be entered in the books of the Corporation as they are issued. They shall exhibit the holder's name and number of shares, shall be signed by the President and by the Secretary or Assistant Secretary, shall bear the seal of the Corporation and shall be countersigned by any Transfer Agent and Registrar designated and appointed by the Board. If any stock certificate is signed (1) by a transfer agent or an assistant transfer agent, or (2) by a transfer clerk acting on behalf of the Corporation and a registrar, the signature of any such officer and the seal of the Corporation thereon may be facsimile. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in the case of a lost, stolen, destroyed or mutilated certificate a new one may be issued therefor upon such terms and with such indemnity (if any) to the Corporation as the Board may prescribe. Certificates shall not be issued representing fractional shares of stock.

Section 8.2 Certificates. The Board may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person

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claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board may, in its discretion as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificates, or his legal representative, to advertise the same in such manner as it shall require ~~and/or~~and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 8.3 Transfers. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Transfer of shares shall be made only on the books of the Corporation by registered holder thereof, or by his attorney thereunto authorized by power of attorney and filed with the Secretary of the Corporation or the Transfer Agent.

Section 8.4 Registered Stockholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

Section 8.5 Regulations. The Board shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration or the replacement of certificates for shares of stock of the Corporation.

Section 8.6 Legends. The Board shall have the power and authority to provide that certificates representing shares of stock bear such legends as the Board deems appropriate to assure that the Corporation does not become liable for violations of federal or state securities laws or other applicable law.

## **ARTICLE IX**

### **Dividends**

Section 9.1 Declaration. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation. Such declaration and payment shall be at the discretion of the Board.

Section 9.2 Reserve. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

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**ARTICLE X**  
**Miscellaneous**

Section 10.1 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board.

Section 10.2 Books. The books of the Corporation may be kept (subject to any provisions contained in the statutes) outside the State of Delaware at the offices of the Corporation in Fort Worth, Texas, or at such other place or places as may be designated from time to time by the Board.

Section 10.3 Securities of Other Corporations. With the prior approval of a majority of the Corporation's Board, the Chairman of the Board, the President, or any Vice President, the Corporation shall have the power and authority to transfer, endorse for transfer, vote, consent, or take any other action with respect to any securities of another issuer which may be held or owned by the Corporation and to make, execute, and deliver any waiver, proxy or consent with respect to any such securities.

Section 10.4 Telephone Meetings. Stockholders (acting for themselves or through a proxy), members of the Board and members of a committee of the Board may participate in and hold a meeting of such Stockholders, Board or committee by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other and participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 10.5 Invalid Provisions. If any part of these By-laws shall be held invalid or inoperative for any reason, the remaining parts, so far as it is possible and reasonable, shall remain valid and operative.

Section 10.6 Mortgages, etc. With respect to any deed, deed of trust, mortgage or other instrument executed by the Corporation through its duly authorized officer or officers, the attestation to such execution by the Secretary of the Corporation shall not be necessary to constitute such deed, deed of trust, mortgage or other instrument a valid and binding obligation against the Corporation unless the resolutions, if any, of the Board authorizing such execution expressly state that such attestation is necessary.

Section 10.7 Headings. The headings used in these By-laws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

Section 10.8 References. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender should include each other gender where appropriate.

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**ARTICLE XI**  
**Amendment**

These By-laws may be altered, amended or repealed by a majority of the Board present at any regular meeting of the Board without prior notice, or at any special meeting of the Board if notice of such alteration, amendment or repeal be contained in the notice of such special meeting. In addition to any affirmative vote of the holders of any particular class or series of the capital stock of the Corporation required by law or by the Certificate of Incorporation of the Corporation, the affirmative vote of the holders of not less than eighty percent (80%) of the outstanding shares of the Corporation then entitled to vote upon the election of directors, voting together as a single class, shall be required for the alteration, amendment, or repeal of the By-laws or adoption of new By-laws by the Stockholders of the Corporation.

**ARTICLE XII**  
**Indemnification**

Section 12.1 Right to Indemnification. 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 (hereinafter a "proceeding"), by reason of the fact that he, or a person of whom he is the legal representative, 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 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, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of his heirs, executors and administrators. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Delaware General Corporation Law requires, the payment of such expenses incurred by a Director or officer in his capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a Director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section or otherwise.

Section 12.2 Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these By-laws, agreement, vote of stockholders or disinterested directors or otherwise.

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Section 12.3 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

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**INDEMNIFICATION AGREEMENT**

This INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Range Resources Corporation, a Delaware corporation (including any successors, the "Company"), and \_\_\_\_\_ (the "Indemnitee").

**RECITALS:**

1. Competent and experienced persons are reluctant to serve or to continue to serve corporations with publicly traded securities as directors, officers, or in other capacities unless they are provided with adequate protection through insurance or indemnification (or both) against claims and actions against them arising out of their service to and activities on behalf of those corporations.

2. The Board of Directors of the Company (the "Board") has determined that economic uncertainties and the litigation risk attendant to service as a [director] [and] [officer] will make it more difficult to attract and retain competent and experienced persons, that this situation is detrimental to the best interests of the Company's equity holders, and that the Company should act to assure its directors and officers that there will be increased certainty of adequate protection in the future.

3. The Company's Amended and Restated By-laws (the "By-laws") provide that the Company will indemnify certain persons to the fullest extent permitted by applicable law, will advance expenses in connection therewith and permits this Agreement, and Indemnitee's willingness to serve as a [director] [and] [officer] of the Company is based in part on Indemnitee's reliance on such provisions in the By-laws and on the additional protection provided by this Agreement.

4. It is reasonable, prudent, and necessary for the Company to obligate itself contractually to indemnify its directors and officers to the fullest extent permitted by applicable law in order to induce them to serve or continue to serve the Company.

5. The Indemnitee is willing to serve and continue to serve the Company or its Subsidiaries on the condition that he or she shall be indemnified to the fullest extent permitted by law.

6. Concurrently with the execution of this Agreement, the Indemnitee is agreeing to serve or to continue to serve as a director or officer of the Company and/or one or more of its Subsidiaries.

**AGREEMENTS:**

NOW, THEREFORE, in consideration of the foregoing, the Indemnitee's agreement to serve or continue to serve as a director or officer of the Company and/or one or more of its

Subsidiaries, and the covenants contained in this Agreement, the Company and the Indemnitee agree as follows:

1. Certain Definitions. For purposes of this Agreement:

(a) Affiliate shall mean any Person that directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

(b) Business Combination shall mean consummation of either (x) a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company, whether in one or a series of related transactions, or (y) the acquisition of assets or stock of another entity by the Company, excluding, however, any transaction pursuant to which:

(i) Persons who were the beneficial owners (within the meaning of Rule 13d-3 promulgated under the Exchange Act) ("Beneficial Owner"), respectively, of the then outstanding shares of common stock, par value \$0.01 per share, of the Company (the "Outstanding Stock") and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the Company (the "Outstanding Company Voting Securities") immediately prior to such Business Combination, upon consummation of such Business Combination, are the Beneficial Owners, directly or indirectly, of more than 50% of the then outstanding shares of common stock (or similar securities or interests in the case of an entity other than a corporation) and more than 50% of the combined voting power of the then outstanding securities (or interests) entitled to vote generally in the election of directors (or in the selection of any other similar governing body in the case of an entity other than a corporation) of the Surviving Corporation (as defined below) in substantially the same proportions as their ownership of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination;

(ii) no Person (other than the Company, any Subsidiary, any employee benefit plan of the Company or any Subsidiary or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company) or group (within the meaning of Rule 13d-5 promulgated under the Exchange Act) ("Group") becomes the Beneficial Owner of 35% or more of either (x) the then outstanding shares of common stock (or similar securities or interests in the case of an entity other than a corporation) of the Surviving Corporation, or (y) the combined voting power of the then outstanding securities (or interests) entitled to vote generally in the election of directors (or in the selection of any other similar governing body in the case of an entity other than a corporation) of the Surviving Corporation; and

(iii) individuals who were Incumbent Directors at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination constitute at least a majority of the members of the board of directors (or of any similar governing body in the case of an entity other than a corporation) of the Surviving Corporation;

where, for purposes of this definition of Business Combination, the term “Surviving Corporation” means the entity resulting from a Business Combination or, if such entity is a direct or indirect Subsidiary of another entity, the entity that is the ultimate parent of the entity resulting from such Business Combination:

(c) Change of Control shall mean the occurrence of any of the following events:

(i) Change in Board Composition. Incumbent Directors cease for any reason to constitute at least a majority of members of the Board;

(ii) Business Combination. The consummation of a Business Combination;

(iii) Stock Acquisition. Any Person (other than the Company, any Subsidiary, any employee benefit plan of the Company or any Subsidiary or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company) or Group becomes the Beneficial Owner of 35% or more of either (x) the Outstanding Stock or (y) the Outstanding Company Voting Securities; *provided, however*, that for purposes of this Section 1(c)(iii), no Change in Control shall be deemed to have occurred as a result of the following acquisitions: (A) any acquisition directly from the Company, or (B) any acquisition by a Person excluded from the definition of a Business Combination pursuant to clauses (A), (B) and (C) of Section 1(b); or

(iv) Liquidation. Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company (or, if no such approval is required, the consummation of such a liquidation or dissolution).

(d) Claim shall mean any threatened, pending, or completed action, suit, or proceeding (including, without limitation, securities laws actions, suits, and proceedings and also any cross claim or counterclaim in any action, suit, or proceeding), whether civil, criminal, arbitral, administrative, regulatory or investigative in nature, or any inquiry or investigation (including discovery), whether instituted, made or conducted by the Company, any governmental body or agency or self-regulatory body, or any other Person, that the Indemnitee in good faith believes might lead to the institution of any such action, suit, or proceeding.

(e) Court of Competent Jurisdiction shall mean any state or federal court located in the states of Delaware, New York or Texas, having subject matter jurisdiction over the applicable proceeding, or any court in any other jurisdiction in which a Claim is commenced by a third person for purposes of any action, suit or proceeding related to this Agreement.

(f) Exchange Act shall mean the Securities Exchange Act of 1934, as amended.

(g) Expenses shall mean all costs, expenses (including attorneys’ and experts’ fees), and obligations paid or incurred in connection with investigating, defending (including affirmative defenses and counterclaims), being a witness in, or participating in (including on

appeal), preparing to defend, be a witness in, or participate in, any Claim relating to any Indemnifiable Event, or incurred in enforcing this Agreement, any directors' or officers' insurance policies maintained by the Company or any other indemnity right of the Indemnitee.

(h) Incumbent Directors shall mean Persons who constitute the Board as of the date of this Agreement and any Person becoming a director of the Company if that Person's appointment, election or nomination was approved by a vote of at least 50% of the Incumbent Directors; *provided, however*, that any such Person whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of members of the Board or other actual or threatened solicitation of proxies or consents by or on behalf of a "person" (within the meaning of Sections 13(d) and 14(d) of the Exchange Act) other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation, shall not be considered an Incumbent Director.

(i) Indemnifiable Event shall mean any actual or alleged act, omission, statement, misstatement, event, or occurrence related to the fact that the Indemnitee is or was a director, officer, employee, agent, or fiduciary of the Company, or is or was serving at the request of the Company as a director, officer, manager, employee, agent, or fiduciary of any of the Company's parent(s) or Subsidiaries and/or any other corporation, limited liability company, partnership, joint venture, employee benefit plan, trust, or other enterprise, or by reason of any actual or alleged thing done or not done by the Indemnitee in any such capacity. For purposes of this Agreement, the Company agrees that the Indemnitee's service on behalf of or with respect to any Subsidiary or employee benefits plan of the Company or any Subsidiary of the Company shall be deemed to be at the request of the Company. An Indemnifiable Event may occur in connection with any activities of the Company or its Subsidiaries and is not limited to events that occur in connection with a Change of Control, a Potential Change of Control or any other major transaction.

(j) Indemnifiable Liabilities shall mean all Expenses and all other liabilities, losses, damages (including, without limitation, punitive, exemplary, and the multiplied portion of any damages), judgments, payments, fines, penalties, amounts paid in settlement, and awards paid or incurred (including, without limitation, all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing) that arise out of, or in any way relate to, a Claim based upon or relating to any Indemnifiable Event. Indemnifiable Liabilities may arise from Claims asserted by or in the right of the Company, any governmental body or agency, or any other Person.

(k) Person shall mean any individual, partnership, corporation, limited liability company, trust or other entity.

(l) Potential Change of Control shall be deemed to have occurred if (i) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change of Control; (ii) any Person (including the Company) publicly announces an intention to take or to consider taking actions that, if consummated, would constitute a Change of Control; (iii) any Person who is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 10% or more of the combined voting power of the then Outstanding

Company Voting Securities, increases his beneficial ownership of such securities by 5% or more over the percentage so owned by that Person on the date hereof, provided that for purposes of this clause (iii) a "Person" shall (a) not include the Company, any Subsidiary, any employee benefit plan of the Company or any Subsidiary or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company and (b) shall include any member of a Group of which any Person described in clause (iii) is a member with respect to the Company's Voting Securities; or (iv) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change of Control has occurred.

(m) Reviewing Party shall mean (i) a member or members of the Board who are not parties to the particular Claim for which the Indemnitee is seeking indemnification or (ii) if a Potential Change of Control or a Change of Control has occurred and the Indemnitee so requests, or if the members of the Board so elect, or if all of the members of the Board are parties to such Claim, Special Counsel.

(n) Special Counsel shall mean special, independent legal counsel that is experienced in matters of corporate law selected by the Indemnitee and approved by the Company (which approval shall not be unreasonably withheld), and who has not otherwise performed material services for the Company or for the Indemnitee within the last three years (other than as Special Counsel under this Agreement or similar agreements).

(o) Subsidiary shall mean, with respect to any Person, any corporation or other entity of which a majority of the voting power of the Voting Securities is owned, directly or indirectly, by that Person.

(p) Voting Securities any securities or other equity interests that vote generally in the election of directors or managers, in the admission of general partners, or in the selection of any other similar governing body.

## 2. Indemnification and Expense Advancement.

(a) The Company shall indemnify the Indemnitee and hold the Indemnitee harmless to the fullest extent permitted by law, as soon as practicable but in any event no later than 30 days after written demand is presented to the Company, from and against any and all Indemnifiable Liabilities. To the extent the Indemnitee has been successful on the merits or otherwise in defense of any Claim or any portion thereof or in defense of any issue or matter therein, including without limitation dismissal without prejudice, the Indemnitee shall be indemnified against all Indemnifiable Liabilities relating to, arising out of or resulting from such Claim and no standard of conduct determination shall be required. In all other cases, the obligations of the Company under Section 2(a) shall be subject to the condition that the Reviewing Party shall have determined (in a written opinion in any case in which Special Counsel is involved) that the Indemnitee has satisfied any applicable standard of conduct under Delaware law that is legally required as a condition precedent to the indemnification and that the Indemnitee is otherwise permitted to be indemnified under this Agreement and applicable law. Any determinations required under this Section 2(a) shall be made promptly by the Reviewing Party.

(b) If so requested by the Indemnitee, the Company shall advance to the Indemnitee all reasonable Expenses incurred by the Indemnitee to the fullest extent permitted by law (or, if applicable, reimburse the Indemnitee for any and all reasonable Expenses incurred by the Indemnitee and previously paid by the Indemnitee) within 10 business days after such request (an “Expense Advance”). The Company shall be obligated from time to time at the request of the Indemnitee to make or pay an Expense Advance in advance of the final disposition or conclusion of any Claim. In connection with any request for an Expense Advance, if requested by the Company, the Indemnitee or the Indemnitee’s counsel shall submit an affidavit stating that the Expenses to which the Expense Advances relate are reasonable. The Company shall not require collateral or other security for the Indemnitee’s covenant to repay any Expense Advances that should not have been paid or are unreasonable. The Indemnitee will return, without interest, any portion of such Expense Advance that remains unspent at the final conclusion of the Claim to which the Expense Advance related.

(c) Any dispute as to the reasonableness of any Expense shall not delay an Expense Advance by the Company. If, when, and to the extent that the Reviewing Party determines that (i) the Indemnitee would not be permitted to be indemnified with respect to a Claim under applicable law or (ii) the amount of the Expense Advance was not reasonable, the Company shall be entitled to be reimbursed by the Indemnitee, and the Indemnitee agrees to reimburse the Company without interest for (x) all related Expense Advances that are made or paid by the Company in the event that it is determined that indemnification would not be permitted or (y) the excessive portion of any Expense Advances in the event that it is determined that such Expenses Advances were unreasonable, in either case, if and to the extent such reimbursement is required by applicable law; *provided, however*, that if the Indemnitee has commenced legal proceedings in a Court of Competent Jurisdiction to secure a determination that the Indemnitee could be indemnified under applicable law, or that the Expense Advances were reasonable, any determination made by the Reviewing Party that the Indemnitee would not be permitted to be indemnified under applicable law or that the Expense Advances were unreasonable shall not be binding. Thereafter, the Company shall be obligated to continue to make Expense Advances, until a final judicial determination is made to the contrary (as to which all rights of appeal there from have been exhausted or lapsed). This judicial determination shall be conclusive and binding on the Company and the Indemnitee, and, if the judicial determination is that the Indemnitee was not permitted to be indemnified with respect to a Claim under applicable law or that any Expense Advance was unreasonable, the Indemnitee shall reimburse the Company as provided in this Section 2(b).

(d) Nothing in this Agreement, however, shall require the Company to indemnify or advance Expenses to the Indemnitee or entitle Indemnitee to indemnity with respect to (i) any Claim initiated by the Indemnitee, other than a Claim solely seeking enforcement of the Company’s indemnification obligations to the Indemnitee or a Claim authorized by the Board; or (ii) any Claim initiated by the Company against the Indemnitee to protect and prevent disclosure of confidential information of the Company; *provided, however*, that if the Indemnitee is successful in a suit related to clause (ii), the Indemnitee shall be entitled to be paid the Expenses related to such Claim.

3. Special Provisions in the Event of a Change of Control. If there is a Potential Change of Control or a Change of Control and if the Indemnitee requests in writing that Special Counsel be the Reviewing Party, then Special Counsel shall be the Reviewing Party. In such a case, the Company agrees not to request or seek reimbursement from the Indemnitee of any indemnification payment or Expense Advances unless Special Counsel has rendered a written opinion to the Company and the Indemnitee that the Company was not or is not permitted under applicable law to indemnify, in whole or in part, the Indemnitee or that such Expense Advances were unreasonable. However, if the Indemnitee has commenced legal proceedings in any Court of Competent Jurisdiction to secure a determination that such indemnification is permitted under applicable law or that the Expense Advances were reasonable, any determination made by Special Counsel that the Indemnitee would not be permitted to be indemnified under applicable law or that the Expense Advances were unreasonable is not binding, and the Company shall be obligated to continue to make Expense Advances, until a final judicial determination is made to the contrary (as to which all rights of appeal have been exhausted or lapsed). Such a final judicial determination shall be conclusive and binding on the Company and the Indemnitee. The Company agrees to pay the reasonable fees of Special Counsel and to indemnify Special Counsel against any and all expenses (including attorneys' fees), claims, liabilities, and damages arising out of or relating to this Agreement or Special Counsel's engagement under this Agreement. Subject to the foregoing, any determination made by the Reviewing Party otherwise shall be conclusive and binding on the Company and the Indemnitee.

4. Indemnification for Additional Expenses; Advances. To the fullest extent permitted by applicable law, the Company shall indemnify the Indemnitee against any and all costs and expenses (including attorneys' and expert witnesses' fees) and, if requested by the Indemnitee, shall (within two business days of that request) advance those costs and expenses to the Indemnitee, that are incurred by the Indemnitee if the Indemnitee, whether by formal proceedings or through demand and negotiation without formal proceedings: (a) seeks to enforce the Indemnitee's rights under this Agreement, (b) seeks to enforce the Indemnitee's rights to expense advancement or indemnification under any other agreement or provision of the Company's By-laws, certificate of incorporation or other constituent documents now or hereafter in effect relating to Claims for Indemnifiable Events, or (c) seeks recovery under any directors and officers' liability insurance policies maintained by the Company, in each case regardless of whether the Indemnitee ultimately prevails; *provided, however*, that a Court of Competent Jurisdiction has not found the Indemnitee's claim for indemnification or expense advancements under the foregoing clauses (a), (b) or (c) to be barred, unenforceable or frivolous, presented for an improper purpose, without evidentiary support, or otherwise sanctionable under Federal Rule of Civil Procedure No. 11 or an analogous rule or law, and *provided further*, that if a court makes such a finding, the Indemnitee shall reimburse the Company for any amounts previously advanced to the Indemnitee pursuant to this Section 4. Subject to the preceding sentence, to the fullest extent permitted by applicable law, the Company waives any and all rights that it may have to recover its costs and expenses from the Indemnitee.

5. Partial Indemnity. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some, but not all, of the Indemnitee's Indemnifiable Liabilities, the Company shall indemnify the Indemnitee for the portion to which the Indemnitee is entitled.



## 6. Contribution.

(a) Contribution Payment. To the extent the indemnification provided for under any provision of this Agreement is determined not to be permitted under applicable law, the Company, in lieu of indemnifying the Indemnitee, shall, to the extent permitted by law, contribute to the amount of any and all Indemnifiable Liabilities incurred or paid by the Indemnitee for which such indemnification is not permitted. The amount the Company contributes shall be in such proportion as is appropriate to reflect the relative fault of the Indemnitee, on the one hand, and of the Company and any and all other Persons (including officers and directors of the Company other than the Indemnitee and other Persons not an Affiliate of the Company) who may be at fault (collectively, including the Company, the "Third Parties"), on the other hand.

(b) Relative Fault. The relative fault of the Third Parties and the Indemnitee shall be determined (i) by reference to the relative fault of the Indemnitee as determined by the court or other governmental agency or (ii) to the extent such court or other governmental agency does not apportion relative fault, by the Reviewing Party after giving effect to, among other things, the relative intent, knowledge, access to information, and opportunity to prevent or correct the relevant events, of each party, and other relevant equitable considerations. The Company and the Indemnitee agree that it would not be just and equitable if contribution were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 6(b).

(c) Contribution Guidelines. The provisions in this Section 6(c) are to be used as guidelines by the Company and the Indemnitee in determining the amount to be contributed by the Company to the extent the use of such guidelines is not prohibited by applicable law or by court order.

(i) The amount to be contributed by the Company is to be an amount equal to (A) the total Indemnifiable Liabilities incurred with respect to the Indemnifiable Event assessed against or incurred or paid by the Indemnitee for which such indemnification is not permitted (the "Ineligible Amounts") minus (B) the product of (1) the total Indemnifiable Liabilities incurred with respect to the Indemnifiable Event assessed against or incurred or paid by the Indemnitee and all Third Parties ("Total Contribution Amounts") multiplied by (2) the relative fault of the Indemnitee (expressed as a percentage).

(ii) If any Third Parties ("Settled Parties") shall have settled Claims against them arising by reason of (or in part out of) the same Indemnifiable Event, then: (A) if the Indemnifiable Liabilities assessed against or incurred or paid by the Indemnitee take into account the relative fault of the Settled Parties, then the amount to be contributed by the Company is to be an amount equal to the amount by which the Indemnifiable Liabilities assessed against or incurred or paid by the Indemnitee exceeds the product of (1) the sum of Indemnifiable Liabilities assessed against or incurred or paid by the Indemnitee and all Third Parties other than the Settled Parties multiplied by (2) a fraction, the numerator of which is the relative fault of the Indemnitee and the denominator of which is the sum of the relative fault of the Third Parties other than the Settled Parties plus the relative fault of the Indemnitee (expensed

as a percentage), and (B) if the Indemnifiable Liabilities assessed against the Indemnitee take into account, in lieu of the relative fault of the Settled Parties, amounts actually paid by the Settled Parties in settlement of such Indemnifiable Event, then the amount that the Company shall be obligated to contribute pursuant to this Section 6 shall be an amount equal to the amount by which the Ineligible Amounts assessed against or incurred or paid by the Indemnitee exceed the product of (1) the relative fault of the Indemnitee (expressed as a percentage) multiplied by (2) the sum of the Indemnified Liabilities assessed against or incurred or paid by the Indemnitee and the Third Parties other than the Settled Parties plus the amounts so paid by the Settled Parties.

(iii) The guidelines in the foregoing clauses (i) and (ii) are to be applied, and adjusted as determined in good faith by a Reviewing Party or a court determining the appropriate amount to be contributed by the Company pursuant to this Section 6, as necessary to result in the Ineligible Amounts for which the Indemnitee ultimately is responsible being proportionate to the relative fault of the Indemnitee.

Notwithstanding the provisions of this Section 6, the total amount of contribution provided to the Indemnitee pursuant to this Section 6 shall not exceed the actual Ineligible Amounts assessed against or incurred or paid by the Indemnitee and the Indemnitee shall not be liable for or obligated to pay to any Third Party any contribution amounts solely as a result of this Section 6.

7. Burden of Proof. In connection with any determination by the Reviewing Party or otherwise as to whether the Indemnitee is entitled to be indemnified under any provision of this Agreement or to receive contribution pursuant to Section 6 of this Agreement, to the extent permitted by law the burden of proof shall be on the Company to establish that the Indemnitee is not so entitled.

8. No Presumption. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval), or conviction, or upon a plea of *nolo contendere*, or its equivalent, or an entry of an order of probation prior to judgment shall not create a presumption (other than any presumption arising as a matter of law that the parties may not contractually agree to disregard) that the Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

9. Non-Exclusivity. The rights of the Indemnitee under this Agreement are in addition to any other rights the Indemnitee may have under the Company's By-laws or certificate of incorporation, the Delaware General Corporation Law, any other contract or otherwise (collectively, "Other Indemnity Provisions"); provided, however, that (i) to the extent that Indemnitee otherwise would have any greater right to indemnification under any Other Indemnity Provision, the Indemnitee will be deemed to have such greater right under this Agreement and (ii) to the extent that any change is made to any Other Indemnity Provision (whether by statute or judicial decision) that permits any greater right to indemnification than would be afforded under this Agreement as of the date hereof, the Indemnitee will be deemed to have such greater rights under this Agreement. The Indemnitee's rights under this Agreement shall not be diminished by any amendment to the Company's By-laws or certificate of

incorporation or of any other agreement or instrument to which the Indemnitee is not a party, and shall not diminish any other rights that the Indemnitee now or in the future has against the Company.

10. Liability Insurance. Except as otherwise agreed to by the Company and the Indemnitee in a written agreement, the Company shall use commercially reasonable efforts to maintain an insurance policy or policies providing directors and officers' liability insurance, and the Indemnitee shall be covered by that policy or those policies, in accordance with its or their terms, to the maximum extent of the coverage available under such policy or policies for any Company director or officer then in office. This insurance shall be pursuant to policies with coverage, coverage limitations and other terms as the Board of Directors deems appropriate; provided, however, that so long as commercially reasonable, the Company shall maintain directors and officers' insurance consistent with this Section 10 of this Agreement in a total coverage amount not less than the total coverage amount of the Company's directors and officers' liability insurance, including any umbrella coverages, in effect on the date of this Agreement. Notwithstanding anything in this Agreement to the contrary, the Company may suspend or modify the provisions of this Section 10 if (a) a majority of the directors who are independent under the Company's Corporate Governance Guidelines determines that the coverage required by this Section 10 is not commercially reasonably available to the Company and (b) any substitute liability insurance coverage provided insures the Indemnitee on the same terms as the Company's other officers and directors then in such positions.

11. Period of Limitations. No action, lawsuit, proceeding or other Claim related to this Agreement may be brought against the Indemnitee or the Indemnitee's spouse, heirs, executors, or personal or legal representatives, nor may any cause of action be asserted in any such action, lawsuit, proceeding, or other Claim by or on behalf of the Company, after the expiration of two years after the statute of limitations begins to run with respect to the Indemnitee's act or omission that gave rise to the action, lawsuit, proceeding, or cause of action; *provided, however*, that, if any shorter period of limitations is otherwise applicable to any such action, lawsuit, proceeding, or cause of action, the shorter period shall govern.

12. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Company and Indemnitee. No waiver of any provision of this Agreement shall be effective unless in a writing signed by the party granting the waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall any waiver constitute a continuing waiver.

13. Other Sources. The Indemnitee shall not be required to exercise any rights that the Indemnitee may have against any other Person (for example, under an insurance policy) before the Indemnitee enforces his rights under this Agreement. However, to the extent the Company actually indemnifies the Indemnitee or advances to him or her Expenses, the Company shall be subrogated to the rights of the Indemnitee and shall be entitled to enforce any such rights which the Indemnitee may have against third parties. The Indemnitee shall reasonably assist the Company in enforcing those rights if it pays his or her costs and expenses of doing so. If the Indemnitee is actually indemnified or advanced Expenses by any third party, then, for so long as

the Indemnitee is not required to disgorge the amounts so received, to that extent the Company shall be relieved of its obligation to indemnify the Indemnitee or advance the Indemnitee Expenses.

14. Successors and Binding Agreement. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance satisfactory to the Indemnitee and his or her counsel, to expressly assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including, without limitation, any person acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor will thereafter be deemed the "Company" for purposes of this Agreement), but will not otherwise be assignable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by the Indemnitee's personal or legal representatives, executors, administrators, successors, heirs, distributees, legatees and other successors.

(c) This Agreement is personal in nature and neither of the parties will, without the consent of the other, assign or delegate this Agreement or any rights or obligations of the parties except as expressly provided in Sections 14(a) and 14(b). Without limiting the generality or effect of the foregoing, the Indemnitee's right to receive payments under this Agreement is not assignable, whether by pledge, creation of a security interest or otherwise, other than by a transfer to the Indemnitee's estate or by the Indemnitee's will or by the laws of descent and distribution, and, in the event of any attempted assignment or transfer contrary to this Section 14(c), the Company will have no liability to pay any amount so attempted to be assigned or transferred.

15. Severability. If any provision of this Agreement is held to be illegal, invalid, unenforceable or against public policy under present or future laws effective during the term of this Agreement, that provision shall be fully severable; this Agreement shall be construed and enforced as if that illegal, invalid, or unenforceable provision had never comprised a part of the Agreement; and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of that illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable so long as it does not prejudice any other rights of any party under this Agreement.

16. Continuation of Indemnity. All agreements and obligations of the Company contained in this Agreement shall continue during the period the Indemnitee is a director or officer of the Company or is serving at the request of the Company as a director, member, officer, employee, trustee, agent or fiduciary of any other entity (including, but not limited to, another corporation, limited liability company, partnership, joint venture, trust or employee

benefit plan) and shall also continue after the period of such service with respect to any possible claims based on the fact that the Indemnitee was or had been a director or officer of the Company or was or had been serving at the request of the Company as a director, member, officer, employee, trustee, agent or fiduciary of any other entity (including, but not limited to, another corporation, limited liability company, partnership, joint venture, trust or employee benefit plan).

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in that state without giving effect to the principles of conflicts of laws. Each party consents to non-exclusive jurisdiction of any Court of Competent Jurisdiction, waives any objection to venue in that forum or any defense based on forum non conveniens or similar theories and agrees that service of process may be effected in any such action, suit or proceeding by notice given in accordance with Section 19.

18. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. Notices. Whenever this Agreement requires or permits notice to be given by one party to the other, such notice must be in writing to be effective and shall be deemed delivered and received by the party to whom it is sent upon actual receipt (by any means) of such notice. Receipt of a notice by the Secretary of the Company shall be deemed receipt of such notice by the Company.

20. Complete Agreement. This Agreement constitutes the complete understanding and agreement among the parties with respect to the subject matter of the Agreement and, subject to Section 21 of this Agreement, supersedes all prior agreements and understandings between the parties with respect to indemnification of Indemnitee by the Company, other than any additional or other indemnification and advancement rights that the Indemnitee may enjoy under the Company's By-laws, certificate of incorporation or other constituent documents, its insurance coverages, or the Delaware General Corporation Law.

21. Effect on Other Agreements and Rights. **THIS AGREEMENT REPLACES AND SUPERCEDES IN ITS ENTIRETY ANY INDEMNIFICATION OR CONTRIBUTION AGREEMENT (WHETHER WRITTEN OR ORAL) ENTERED INTO BETWEEN THE COMPANY AND THE INDEMNITEE PRIOR TO THE DATE OF THIS AGREEMENT (A "PRIOR AGREEMENT"), AND THE PRIOR AGREEMENT SHALL TERMINATE UPON THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE COMPANY AND THE INDEMNITEE; PROVIDED, HOWEVER, THAT THIS AGREEMENT SHALL NOT AFFECT ANY EXISTING INDEMNITY OR ADVANCEMENT RIGHTS THAT THE INDEMNITEE MAY HAVE OR BE DEEMED TO HAVE UNDER THE PRIOR AGREEMENT. IN ADDITION, THIS AGREEMENT DOES NOT AFFECT ANY PAST, PRESENT OR FUTURE RIGHTS OF THE INDEMNITEE UNDER THE BY-LAWS OR CERTIFICATE OF INCORPORATION OF THE COMPANY IN EFFECT ON THE DATE OF THIS AGREEMENT OR AS LATER AMENDED.**

22. Certain Interpretive Matters. No provision of this Agreement will be interpreted in favor of, or against, either of the parties by reason of the extent to which any such party or its counsel participated in the drafting of it or by reason of the extent to which any such provision is inconsistent with any prior draft or previous forms of a similar agreement.

23. No Employment Rights. Nothing in this Agreement is intended to create in the Indemnitee any right to employment or continued employment.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Indemnitee has executed and the Company has caused its duly authorized representative to execute this Agreement as of the date first written above.

**RANGE RESOURCES CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INDEMNITEE:**

\_\_\_\_\_  
[Name]