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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): August 25, 2016 (August 23, 2016)

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
Fort Worth, Texas 76102**
(Address of principal executive offices)

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

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 August 23, 2016, Range Resources Corporation, a Delaware corporation ("Range"), entered into the following agreements with the applicable indenture trustee:

- a supplemental indenture (the "2021 Supplemental Indenture") to the Indenture, dated as of May 25, 2011, by and among Range, the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A., as trustee, governing Range's 5.75% senior subordinated notes due 2021.
- a supplemental indenture (the "2022 Supplemental Indenture") to the Indenture, dated as of March 9, 2012, by and among Range, the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A., as trustee, governing Range's 5.00% senior subordinated notes due 2022.
- a supplemental indenture (the "2023 Supplemental Indenture" and, together with the 2022 Supplemental Indenture and the 2021 Supplemental Indenture, the "Supplemental Indentures") to the Indenture, dated as of March 18, 2013, by and among Range, the guarantors party thereto, and U.S. Bank National Association, as trustee, governing Range's 5.00% senior subordinated notes due 2023.

These Supplemental Indentures are not yet effective. The effectiveness of each of the Supplemental Indentures is conditioned upon, among other things, the consummation of the merger contemplated by the previously-disclosed Agreement and Plan of Merger, dated as of May 15, 2016 (the "Merger Agreement"), by and among Range, Memorial Resource Development Corp. ("Memorial"), and Medina Merger Sub, Inc. ("Merger Sub"). Pursuant to the Merger Agreement (and on the terms and subject to the conditions set forth in the Merger Agreement), Merger Sub would merge with and into Memorial, as a result of which Memorial would become a wholly owned subsidiary of Range (the "Merger").

The foregoing descriptions of the Supplemental Indentures are qualified in their entirety by reference to the respective Supplemental Indentures themselves, which are each filed herewith as exhibits and incorporated by reference herein.

Important Additional Information

This Current Report on Form 8-K ("Form 8-K") does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. This Form 8-K is being made in respect of transactions related to the proposed merger transaction involving Range and Memorial.

In connection with the Merger, Range has filed with the Securities and Exchange Commission (the "SEC") a registration statement on Form S-4 (333-211994) on June 13, 2016, as amended, which has been declared effective by the SEC and includes a joint proxy statement of Range and Memorial and also constitutes a prospectus of Range. Each of Range and Memorial also plan to file other relevant documents with the SEC regarding the Merger. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act. The definitive joint proxy statement/prospectus(es) for each of Range and/or Memorial have been mailed to shareholders of Range and/or Memorial, as applicable.

BEFORE MAKING ANY VOTING OR INVESTMENT DECISIONS REGARDING THE MERGER, INVESTORS AND SECURITY HOLDERS OF RANGE AND/OR MEMORIAL ARE URGED TO READ THE JOINT PROXY STATEMENT/PROSPECTUS REGARDING THE PROPOSED TRANSACTION AND ANY OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION.

Investors and security holders may obtain free copies of the joint proxy statement/prospectus, any amendments or supplements thereto and other documents containing important information about Range and Memorial, once such documents are filed with the SEC, through the website maintained by the SEC at www.sec.gov. Copies of the documents filed with the SEC by Range will be available free of charge on Range's website at <http://www.rangeresources.com/> under the heading "Investors" or by contacting Range's Investor Relations

Department by email at lsando@rangeresources.com, damend@rangeresources.com, mfreeman@rangeresources.com, or by phone at 817-869-4267. Copies of the documents filed with the SEC by Memorial will be available free of charge on Memorial's website at <http://www.memorialrd.com> under the heading "Investor Relations" or by phone at 713-588-8339.

Participants in the Solicitation

Range, Memorial and certain of their respective directors, executive officers and other members of management and employees may be deemed to be participants in the solicitation of proxies in connection with the proposed transaction. Information about the directors and executive officers of Memorial is set forth in its proxy statement for its 2016 annual meeting of shareholders, which was filed with the SEC on April 1, 2016. Information about the directors and executive officers of Range is set forth in its proxy statement for its 2016 annual meeting of stockholders, which was filed with the SEC on April 8, 2016. These documents can be obtained free of charge from the sources indicated above.

Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the joint proxy statement/prospectus and other relevant materials to be filed with the SEC when they become available. Investors should read the joint proxy statement/prospectus carefully before making any voting or investment decisions regarding the Merger. Investors may obtain free copies of these documents from Range or Memorial using the sources indicated above.

Cautionary Statement Regarding Forward-Looking Statements

This Form 8-K contains certain "forward-looking statements" within the meaning of federal securities laws, including within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 that are not limited to historical facts, but reflect Range's current beliefs, expectations or intentions regarding future events. Words such as "may," "will," "could," "should," "expect," "plan," "project," "intend," "anticipate," "believe," "estimate," "predict," "potential," "pursue," "target," "continue," and similar expressions are intended to identify such forward-looking statements. The statements in this press release that are not historical statements, including statements regarding the expected timetable for completing the proposed transaction, benefits and synergies of the proposed transaction, costs and other anticipated financial impacts of the proposed transaction; the combined company's plans, objectives, future opportunities for the combined company and products, future financial performance and operating results and any other statements regarding Range's and Memorial's future expectations, beliefs, plans, objectives, financial conditions, assumptions or future events or performance that are not historical facts, are forward-looking statements within the meaning of the federal securities laws. Furthermore, the statements relating to the proposed transaction are subject to numerous risks and uncertainties, many of which are beyond Range's or Memorial's control, which could cause actual results to differ materially from the results expressed or implied by the statements. These risks and uncertainties include, but are not limited to: failure to obtain the required votes of Range's or Memorial's shareholders; the timing to consummate the proposed transaction; satisfaction of the conditions to closing of the proposed transaction may not be satisfied or that the closing of the proposed transaction otherwise does not occur; the risk that a regulatory approval that may be required for the proposed transaction is not obtained or is obtained subject to conditions that are not anticipated; the diversion of management time on transaction-related issues; the ultimate timing, outcome and results of integrating the operations of Range and Memorial; the effects of the business combination of Range and Memorial, including the combined company's future financial condition, results of operations, strategy and plans; potential adverse reactions or changes to business relationships resulting from the announcement or completion of the proposed transaction; expected synergies and other benefits from the proposed transaction and the ability of Range to realize such synergies and other benefits; expectations regarding regulatory approval of the transaction; results of litigation, settlements and investigations; and actions by third parties, including governmental agencies; changes in the demand for or price of oil and/or natural gas can be significantly impacted by weakness in the worldwide economy; consequences of audits and investigations by government agencies and legislative bodies and related publicity and potential adverse proceedings by such agencies; compliance with environmental laws; changes in government regulations and regulatory requirements, particularly those related to oil and natural gas exploration; compliance with laws related to income taxes and assumptions regarding the generation of future taxable income; weather-related issues; changes in capital spending by customers; delays or failures by customers to make payments owed to us; impairment of oil and natural gas properties; structural changes in the oil and natural gas industry; and maintaining a highly skilled workforce. Range's and Memorial's respective reports on Form 10-K for the year

ended December 31, 2015, Form 10-Q for the quarter ended March 31, 2016 and June 30, 2016, recent Current Reports on Form 8-K, and other SEC filings, including the registration statement on Form S-4, as amended, that includes a joint proxy statement of Range and Memorial and constitutes a prospectus of Range, discuss some of the important risk factors identified that may affect these factors and Range's and Memorial's respective business, results of operations and financial condition. Range and Memorial undertake no obligation to revise or update publicly any forward-looking statements for any reason. Readers are cautioned not to place undue reliance on these forward-looking statements that speak only as of the date hereof.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	Second Supplemental Indenture, by and among Range Resources Corporation, the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., dated as of August 23, 2016
4.2	Second Supplemental Indenture, by and among Range Resources Corporation, the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., dated as of August 23, 2016
4.3	First Supplemental Indenture, by and among Range Resources Corporation, the guarantors named therein and U.S. Bank National Association, dated as of August 23, 2016

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

Date: August 25, 2016

By: /s/ David P. Poole

Senior Vice President – General Counsel and
Corporate Secretary

EXHIBIT INDEX

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RANGE RESOURCES CORPORATION

As Issuer

**ENERGY ASSETS OPERATING COMPANY, LLC
RANGE ENERGY SERVICES COMPANY, LLC
RANGE PRODUCTION COMPANY, LLC
RANGE RESOURCES—APPALACHIA, LLC
RANGE RESOURCES—MIDCONTINENT, LLC
RANGE RESOURCES—PINE MOUNTAIN, INC.**

As Guarantors

5.75% SENIOR SUBORDINATED NOTES DUE 2021

SECOND SUPPLEMENTAL INDENTURE

Dated as of August 23, 2016

TO

INDENTURE

Dated as of May 25, 2011

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

As Trustee

SECOND SUPPLEMENTAL INDENTURE, dated as of August 23, 2016 (this "Second Supplemental Indenture"), among Range Resources Corporation, a Delaware corporation (the "Company"), as issuer, the entities listed as guarantors on the signature pages hereto (the "Subsidiary Guarantors"), as guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").

RECITALS

The Company, certain subsidiaries of the Company, and the Trustee have previously executed and delivered that certain Indenture, dated as of May 25, 2011 (the "Base Indenture"), to provide for the issuance from time to time of the Company's unsecured debentures, notes or other evidences of indebtedness (the "Securities"). On the same day, the Company, certain subsidiaries of the Company, and the Trustee executed and delivered that certain First Supplemental Indenture to the Base Indenture (the "First Supplemental Indenture," and the Base Indenture, as supplemented by the First Supplemental Indenture, the "Indenture"), under which the Company established and issued a series of Securities designated the 5.75% Senior Subordinated Notes due 2021 (the "Notes").

Section 9.02 of the Base Indenture provides that, subject to certain exceptions, the Company, the Company's subsidiaries that are guarantors of the Securities (the "Note Guarantors"), and the Trustee may amend or supplement the Base Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the Securities then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for the Securities). Section 9.02 of the Base Indenture provides that the consent of Holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding is required to amend Section 4.10 of the Base Indenture, which section sets out the Company's Asset Sales covenant.

The Notes are the only Securities currently outstanding under the Base Indenture; \$500,000,000 aggregate principal amount of the Notes is currently outstanding; and the Subsidiary Guarantors currently constitute the only Note Guarantors. American Energy Systems, LLC, a previous guarantor of the Notes, merged into Range Resources—Appalachia, LLC, a Subsidiary Guarantor, effective June 30, 2014; Range Operating New Mexico, LLC, a previous guarantor of the Notes, merged into Range Resources—Pine Mountain, Inc., a Subsidiary Guarantor, effective December 31, 2013, and Range Texas Production, LLC, a previous guarantor, also merged into Range Resources—Pine Mountain, Inc., effective April 30, 2014, all in compliance with Section 11.03 of the Base Indenture.

Upon the terms and subject to the conditions set forth in the Company's Offering Memorandum and Consent Solicitation Statement, dated as of August 3, 2016 (the "Offering Memorandum and Consent Solicitation Statement"), and the related letter of transmittal and consent, the Company has offered to exchange (the "Exchange Offer") any and all of the Notes for new 5.75% Senior Notes due June 1, 2021 ("New Notes") to be issued by the Company, and concurrently with the Exchange Offer, the Company has solicited consents (the "Consent Solicitation" and, together with the Exchange offer, the "Exchange Offer and Consent Solicitation") from certain Holders ("Eligible Holders") of the Notes to amend the Base Indenture in the manner described in the Offering Memorandum and Consent Solicitation

Statement and as set forth herein (such amendments, the “Proposed Amendments”). Under the Exchange Offer and Consent Solicitation, an Eligible Holder of Notes may not deliver a consent in the Consent Solicitation, with respect to any Note, without tendering such Note for exchange in the Exchange Offer.

The Company has received (i) consents to the deletion of Section 4.10 of the Base Indenture as set forth in Section 2.05 hereof (the “Asset Sales Covenant Deletion Amendment”) from Holders of at least 66 $\frac{2}{3}$ % in aggregate principal amount of the Notes currently outstanding, and (ii) consents to the other Proposed Amendments from Holders of at least a majority in aggregate principal amount of the Notes currently outstanding.

The Offering Memorandum and Consent Solicitation Statement provides that while this Second Supplemental Indenture shall be effective upon execution and delivery thereof, it shall become operative only upon consummation of the Exchange Offer; pursuant to the terms of the Offering Memorandum and Consent Solicitation Statement, the Company’s obligation to accept for exchange, and to exchange the applicable principal amount of New Notes for, Notes validly tendered (and not validly withdrawn) in the Exchange Offer is subject to the satisfaction or waiver of certain conditions, including the consummation of the Merger (as defined in the Offering Memorandum and Consent Solicitation Statement).

The execution and delivery of this Second Supplemental Indenture has been duly authorized by the board of directors of the Company and by the board of directors or board of managers, as applicable, of each Subsidiary Guarantor.

The Company has requested that the Trustee join it and the Subsidiary Guarantors in the execution of this Second Supplemental Indenture, and, in connection with that request, the Company has provided the Trustee with (i) the resolutions of the board of directors of the Company and of the board of directors or board of managers, as applicable of each Subsidiary Guarantor, authorizing the execution and delivery of this Second Supplemental Indenture, (ii) evidence satisfactory to the Trustee of (A) the consents to the Asset Sales Covenant Deletion Amendment from Holders of at least 66 $\frac{2}{3}$ % in aggregate principal amount of the Notes currently outstanding and (B) consents to the other Proposed Amendments from Holders of at least a majority in aggregate principal amount of the Notes currently outstanding, and (iii) an Officers’ Certificate and an Opinion of Counsel relating to this Second Supplemental Indenture as contemplated by the Base Indenture.

All things necessary to make this Second Supplemental Indenture a valid agreement of the Company, the Subsidiary Guarantors and the Trustee and a valid amendment of the Base Indenture have been done.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed, with binding effect on all parties hereto and all Holders of the Notes, as follows:

ARTICLE I

DEFINED TERMS

SECTION 1.01. Defined Terms. Except as otherwise expressly provided in the preamble and recitals of this Second Supplemental Indenture or otherwise clearly required by the context hereof, all capitalized terms used and not defined in this Second Supplemental Indenture that are defined in the Base Indenture shall have the respective meanings assigned to them in the Base Indenture.

ARTICLE II

AMENDMENTS TO BASE INDENTURE SOLELY WITH BINDING EFFECT ON HOLDERS OF THE NOTES

SECTION 2.01. Amendment to Section 4.03 Reports. Section 4.03 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: "Section 4.03 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.03 shall cease to have effect with respect to the Notes.

SECTION 2.02. Amendment to Section 4.07 Restricted Payments. Section 4.07 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: "Section 4.07 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.07 shall cease to have effect with respect to the Notes.

SECTION 2.03. Amendment to Section 4.08 Dividends and Other Payment Restrictions Affecting Subsidiaries. Section 4.08 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: "Section 4.08 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.08 shall cease to have effect with respect to the Notes.

SECTION 2.04. Amendment to Section 4.09 Incurrence of Indebtedness and Issuance of Disqualified Stock. Section 4.09 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: "Section 4.09 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.09 shall cease to have effect with respect to the Notes.

SECTION 2.05. Amendment to Section 4.10 Asset Sales. Section 4.10 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.10 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.10 shall cease to have effect with respect to the Notes.

SECTION 2.06. Amendment to Section 4.11 Transactions with Affiliates. Section 4.11 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.11 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.11 shall cease to have effect with respect to the Notes.

SECTION 2.07. Amendment to Section 4.12 Liens. Section 4.12 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.12 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.12 shall cease to have effect with respect to the Notes.

SECTION 2.08. Amendment to Section 4.16 No Senior Subordinated Debt. Section 4.16 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.16 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.16 shall cease to have effect with respect to the Notes.

SECTION 2.09. Amendment to Section 4.17 Business Activities. Section 4.17 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.17 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.17 shall cease to have effect with respect to the Notes.

SECTION 2.10. Amendments to Clauses (7),(8),(9) and (10) of Section 6.01 Events of Default. Sections 6.01(7), 6.01(8), 6.01(9) and 6.01(10) of the Base Indenture are each hereby deleted in their entirety and respectively replaced with the following, but only insofar as it relates to the Notes: “(7) [Intentionally Omitted].”; “(8) [Intentionally Omitted].”; “(9) [Intentionally Omitted].”; and “(10) [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Sections 6.01(7), 6.01(8), 6.01(9) and 6.01(10) shall cease to have effect with respect to the Notes.

SECTION 2.11. Amendments to Sections 1.01 Definitions and 1.02 Other Definitions. Section 1.01 of the Base Indenture is hereby amended, only insofar as it relates to the Notes, by deleting all defined terms and related definitions in Section 1.01 of the Base Indenture that, after giving effect to the other amendments in this Second Supplemental Indenture, are not used in the Base Indenture; and Section 1.02 of the Base Indenture is hereby amended, only insofar as it relates to the Notes, by deleting all defined terms referred to therein that, after giving effect to the other amendments in this Second Supplemental Indenture, are not used in the Base Indenture.

ARTICLE II

IMISCELLANEOUS

SECTION 3.01. Effectiveness. Notwithstanding that this Second Supplemental Indenture shall be effective upon the execution and delivery thereof by the parties hereto, this Second Supplemental Indenture shall become operative only upon the occurrence of all the following: (i) the Company's acceptance for exchange of all the Notes validly tendered (and not validly withdrawn) in the Exchange Offer, (ii) the Company's exchange of all of those accepted Notes for the principal amount of New Notes required under the terms of the Exchange Offer, (iii) the Company's delivery of an Officers' Certificate to the Trustee informing the Trustee of such acceptance and exchange and (iv) the consummation of the Merger. Immediately following the consummation of the Merger (but in no event later than 5:00 P.M. (New York time) on the date of consummation of the Merger), the Company shall deliver to the Trustee an Officers' Certificate certifying to the consummation of the Merger.

SECTION 3.02. Ratification. The Indenture, as amended by this Second Supplemental Indenture, is in all respects hereby ratified and confirmed, and this Second Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

SECTION 3.03. Successors. All agreements of the Company, the Subsidiary Guarantors and the Trustee in this Second Supplemental Indenture shall bind their respective successors.

SECTION 3.04. Severability. In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.05. Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of such counterparts shall together constitute but one and the same instrument.

SECTION 3.06. Governing Law. The internal law of the State of New York shall govern and be used to construe this Second Supplemental Indenture.

SECTION 3.07. Trustee. The Trustee makes no representation as to the validity or sufficiency of this Second Supplemental Indenture. The recitals contained herein shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness, except that the Trustee confirms receipt of the items stated in the recitals to have been provided to the Trustee by the Company in connection with the Company's request that the Trustee join in the execution of this Second Supplemental Indenture.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the day and year first above written.

RANGE RESOURCES CORPORATION

By: /s/ Mark Scucchi
Name: Mark Scucchi
Title: Vice President – Finance & Treasurer

GUARANTORS:

ENERGY ASSETS OPERATING COMPANY, LLC
RANGE ENERGY SERVICES COMPANY, LLC
RANGE PRODUCTION COMPANY, LLC
RANGE RESOURCES—APPALACHIA, LLC
RANGE RESOURCES—MIDCONTINENT, LLC
RANGE RESOURCES—PINE MOUNTAIN, INC.

By: /s/ David Goldberg
Name: David Goldberg
Title: Vice President – Legal, Deputy
General Counsel & Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., as Trustee

By: /s/ Manjari Purkayastha
Name: Manjari Purkayastha
Title: Vice President

Second Supplemental Indenture – 5.75% Senior Subordinated Notes due 2021

RANGE RESOURCES CORPORATION

As Issuer

**ENERGY ASSETS OPERATING COMPANY, LLC
RANGE ENERGY SERVICES COMPANY, LLC
RANGE PRODUCTION COMPANY, LLC
RANGE RESOURCES—APPALACHIA, LLC
RANGE RESOURCES—MIDCONTINENT, LLC
RANGE RESOURCES—PINE MOUNTAIN, INC.**

As Guarantors

5% SENIOR SUBORDINATED NOTES DUE 2022

SECOND SUPPLEMENTAL INDENTURE

Dated as of August 23, 2016

TO

INDENTURE

Dated as of March 9, 2012

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

As Trustee

SECOND SUPPLEMENTAL INDENTURE, dated as of August 23, 2016 (this “Second Supplemental Indenture”), among Range Resources Corporation, a Delaware corporation (the “Company”), as issuer, the entities listed as guarantors on the signature pages hereto (the “Subsidiary Guarantors”), as guarantors, and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”).

RECITALS

The Company, certain subsidiaries of the Company, and the Trustee have previously executed and delivered that certain Indenture, dated as of March 9, 2012 (the “Base Indenture”), to provide for the issuance from time to time of the Company’s unsecured debentures, notes or other evidences of indebtedness (the “Securities”). On the same day, the Company, certain subsidiaries of the Company, and the Trustee executed and delivered that certain First Supplemental Indenture to the Base Indenture (the “First Supplemental Indenture,” and the Base Indenture, as supplemented by the First Supplemental Indenture, the “Indenture”), under which the Company established and issued a series of Securities designated the 5% Senior Subordinated Notes due 2022 (the “Notes”).

Section 9.02 of the Base Indenture provides that, subject to certain exceptions, the Company, the Company’s subsidiaries that are guarantors of the Securities (the “Note Guarantors”), and the Trustee may amend or supplement the Base Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the Securities then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for the Securities). Section 9.02 of the Base Indenture provides that the consent of Holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding is required to amend Section 4.10 of the Base Indenture, which section sets out the Company’s Asset Sales covenant.

The Notes are the only Securities currently outstanding under the Base Indenture; \$600,000,000 aggregate principal amount of the Notes is currently outstanding; and the Subsidiary Guarantors currently constitute the only Note Guarantors. American Energy Systems, LLC, a previous guarantor of the Notes, merged into Range Resources—Appalachia, LLC, a Subsidiary Guarantor, effective June 30, 2014; Range Operating New Mexico, LLC, a previous guarantor of the Notes, merged into Range Resources—Pine Mountain, Inc., a Subsidiary Guarantor, effective December 31, 2013, and Range Texas Production, LLC, a previous guarantor, also merged into Range Resources—Pine Mountain, Inc., effective April 30, 2014, all in compliance with Section 11.03 of the Base Indenture.

Upon the terms and subject to the conditions set forth in the Company’s Offering Memorandum and Consent Solicitation Statement, dated as of August 3, 2016 (the “Offering Memorandum and Consent Solicitation Statement”), and the related letter of transmittal and consent, the Company has offered to exchange (the “Exchange Offer”) any and all of the Notes for new 5.00% Senior Notes due August 15, 2022 (“New Notes”) to be issued by the Company, and concurrently with the Exchange Offer, the Company has solicited consents (the “Consent Solicitation” and, together with the Exchange offer, the “Exchange Offer and Consent Solicitation”) from certain Holders (“Eligible Holders”) of the Notes to amend the Base Indenture in the manner described in the Offering Memorandum and Consent Solicitation

Statement and as set forth herein (such amendments, the “Proposed Amendments”). Under the Exchange Offer and Consent Solicitation, an Eligible Holder of Notes may not deliver a consent in the Consent Solicitation, with respect to any Note, without tendering such Note for exchange in the Exchange Offer.

The Company has received (i) consents to the deletion of Section 4.10 of the Base Indenture as set forth in Section 2.05 hereof (the “Asset Sales Covenant Deletion Amendment”) from Holders of at least 66 $\frac{2}{3}$ % in aggregate principal amount of the Notes currently outstanding, and (ii) consents to the other Proposed Amendments from Holders of at least a majority in aggregate principal amount of the Notes currently outstanding.

The Offering Memorandum and Consent Solicitation Statement provides that while this First Supplemental Indenture shall be effective upon execution and delivery thereof, it shall become operative only upon consummation of the Exchange Offer; pursuant to the terms of the Offering Memorandum and Consent Solicitation Statement, the Company’s obligation to accept for exchange, and to exchange the applicable principal amount of New Notes for, Notes validly tendered (and not validly withdrawn) in the Exchange Offer is subject to the satisfaction or waiver of certain conditions, including the consummation of the Merger (as defined in the Offering Memorandum and Consent Solicitation Statement).

The execution and delivery of this Second Supplemental Indenture has been duly authorized by the board of directors of the Company and by the board of directors or board of managers, as applicable, of each Subsidiary Guarantor.

The Company has requested that the Trustee join it and the Subsidiary Guarantors in the execution of this Second Supplemental Indenture, and, in connection with that request, the Company has provided the Trustee with (i) the resolutions of the board of directors of the Company and of the board of directors or board of managers, as applicable of each Subsidiary Guarantor, authorizing the execution and delivery of this Second Supplemental Indenture, (ii) evidence satisfactory to the Trustee of (A) the consents to the Asset Sales Covenant Deletion Amendment from Holders of at least 66 $\frac{2}{3}$ % in aggregate principal amount of the Notes currently outstanding and (B) the consents to the other Proposed Amendments from Holders of at least a majority in aggregate principal amount of the Notes currently outstanding, and (iii) an Officers’ Certificate and an Opinion of Counsel relating to this Second Supplemental Indenture as contemplated by the Base Indenture.

All things necessary to make this Second Supplemental Indenture a valid agreement of the Company, the Subsidiary Guarantors and the Trustee and a valid amendment of the Base Indenture have been done.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed, with binding effect on all parties hereto and all Holders of the Notes, as follows:

ARTICLE I

DEFINED TERMS

SECTION 1.01. Defined Terms. Except as otherwise expressly provided in the preamble and recitals of this Second Supplemental Indenture or otherwise clearly required by the context hereof, all capitalized terms used and not defined in this Second Supplemental Indenture that are defined in the Base Indenture shall have the respective meanings assigned to them in the Base Indenture.

ARTICLE II

AMENDMENTS TO BASE INDENTURE SOLELY WITH BINDING EFFECT ON HOLDERS OF THE NOTES

SECTION 2.01. Amendment to Section 4.03 Reports. Section 4.03 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.03 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.03 shall cease to have effect with respect to the Notes.

SECTION 2.02. Amendment to Section 4.07 Restricted Payments. Section 4.07 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.07 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.07 shall cease to have effect with respect to the Notes.

SECTION 2.03. Amendment to Section 4.08 Dividends and Other Payment Restrictions Affecting Subsidiaries. Section 4.08 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.08 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.08 shall cease to have effect with respect to the Notes.

SECTION 2.04. Amendment to Section 4.09 Incurrence of Indebtedness and Issuance of Disqualified Stock. Section 4.09 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.09 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.09 shall cease to have effect with respect to the Notes.

SECTION 2.05. Amendment to Section 4.10 Asset Sales. Section 4.10 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.10 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.10 shall cease to have effect with respect to the Notes.

SECTION 2.06. Amendment to Section 4.11 Transactions with Affiliates. Section 4.11 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.11 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.11 shall cease to have effect with respect to the Notes.

SECTION 2.07. Amendment to Section 4.12 Liens. Section 4.12 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.12 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.12 shall cease to have effect with respect to the Notes.

SECTION 2.08. Amendment to Section 4.16 No Senior Subordinated Debt. Section 4.16 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.16 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.16 shall cease to have effect with respect to the Notes.

SECTION 2.09. Amendment to Section 4.17 Business Activities. Section 4.17 of the Base Indenture is hereby deleted in its entirety and replaced with the following, but only insofar as it relates to the Notes: “Section 4.17 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.17 shall cease to have effect with respect to the Notes.

SECTION 2.10. Amendments to Clauses (7),(8),(9) and (10) of Section 6.01 Events of Default. Sections 6.01(7), 6.01(8), 6.01(9) and 6.01(10) of the Base Indenture are each hereby deleted in their entirety and respectively replaced with the following, but only insofar as it relates to the Notes: “(7) [Intentionally Omitted].”; “(8) [Intentionally Omitted].”; “(9) [Intentionally Omitted].”; and “(10) [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Sections 6.01(7), 6.01(8), 6.01(9) and 6.01(10) shall cease to have effect with respect to the Notes.

SECTION 2.11. Amendments to Sections 1.01 Definitions and 1.02 Other Definitions. Section 1.01 of the Base Indenture is hereby amended, only insofar as it relates to the Notes, by deleting all defined terms and related definitions in Section 1.01 of the Base Indenture that, after giving effect to the other amendments in this Second Supplemental Indenture, are not used in the Base Indenture; and Section 1.02 of the Base Indenture is hereby amended, only insofar as it relates to the Notes, by deleting all defined terms referred to therein that, after giving effect to the other amendments in this Second Supplemental Indenture, are not used in the Base Indenture.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Effectiveness. Notwithstanding that this Second Supplemental Indenture shall be effective upon the execution and delivery thereof by the parties hereto, this Second Supplemental Indenture shall become operative only upon the occurrence of all the following: (i) the Company's acceptance for exchange of all the Notes validly tendered (and not validly withdrawn) in the Exchange Offer, (ii) the Company's exchange of all of those accepted Notes for the principal amount of New Notes required under the terms of the Exchange Offer, (iii) the Company's delivery of an Officers' Certificate to the Trustee informing the Trustee of such acceptance and exchange and (iv) the consummation of the Merger. Immediately following the consummation of the Merger (but in no event later than 5:00 P.M. (New York time) on the date of consummation of the Merger), the Company shall deliver to the Trustee an Officers' Certificate certifying to the consummation of the Merger.

SECTION 3.02. Ratification. The Indenture, as amended by this Second Supplemental Indenture, is in all respects hereby ratified and confirmed, and this Second Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

SECTION 3.03. Successors. All agreements of the Company, the Subsidiary Guarantors and the Trustee in this Second Supplemental Indenture shall bind their respective successors.

SECTION 3.04. Severability. In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.05. Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of such counterparts shall together constitute but one and the same instrument.

SECTION 3.06. Governing Law. The internal law of the State of New York shall govern and be used to construe this Second Supplemental Indenture.

SECTION 3.07. Trustee. The Trustee makes no representation as to the validity or sufficiency of this Second Supplemental Indenture. The recitals contained herein shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness, except that the Trustee confirms receipt of the items stated in the recitals to have been provided to the Trustee by the Company in connection with the Company's request that the Trustee join in the execution of this Second Supplemental Indenture.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the day and year first above written.

RANGE RESOURCES CORPORATION

By: /s/ Mark Scucchi
Name: Mark Scucchi
Title: Vice President – Finance & Treasurer

GUARANTORS:

ENERGY ASSETS OPERATING COMPANY, LLC
RANGE ENERGY SERVICES COMPANY, LLC
RANGE PRODUCTION COMPANY, LLC
RANGE RESOURCES—APPALACHIA, LLC
RANGE RESOURCES—MIDCONTINENT, LLC
RANGE RESOURCES—PINE MOUNTAIN, INC.

By: /s/ David Goldberg
Name: David Goldberg
Title: Vice President – Legal, Deputy
General Counsel & Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., as Trustee

By: /s/ Manjari Purkayastha
Name: Manjari Purkayastha
Title: Vice President

Second Supplemental Indenture – 5% Senior Subordinated Notes due 2022

RANGE RESOURCES CORPORATION

As Issuer

**ENERGY ASSETS OPERATING COMPANY, LLC
RANGE ENERGY SERVICES COMPANY, LLC
RANGE PRODUCTION COMPANY, LLC
RANGE RESOURCES—APPALACHIA, LLC
RANGE RESOURCES—MIDCONTINENT, LLC
RANGE RESOURCES—PINE MOUNTAIN, INC.**

As Guarantors

5% SENIOR SUBORDINATED NOTES DUE 2023

FIRST SUPPLEMENTAL INDENTURE

Dated as of August 23, 2016

TO

INDENTURE

Dated as of March 18, 2013

U.S. BANK NATIONAL ASSOCIATION

As Trustee

FIRST SUPPLEMENTAL INDENTURE, dated as of August 23, 2016 (this "First Supplemental Indenture"), among Range Resources Corporation, a Delaware corporation (the "Company"), as issuer, the entities listed as guarantors on the signature pages hereto (the "Subsidiary Guarantors"), as guarantors, and U.S. Bank National Association, as trustee (the "Trustee").

RECITALS

The Company, certain subsidiaries of the Company, and the Trustee have previously executed and delivered that certain Indenture, dated as of March 18, 2013 (the "Base Indenture"), pursuant to which the Company's 5% Senior Subordinated Notes due 2023 (the "Notes") have been issued.

Section 9.02 of the Base Indenture provides that, subject to certain exceptions, the Company, the Company's subsidiaries that are guarantors of the Notes under the Base Indenture (the "Note Guarantors"), and the Trustee may amend or supplement the Base Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for the Notes). Section 9.02 of the Base Indenture provides that the consent of Holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding is required to amend Section 4.10 of the Base Indenture, which section sets out the Company's Asset Sales covenant.

\$750,000,000 aggregate principal amount of the Notes is currently outstanding, and the Subsidiary Guarantors currently constitute the only Note Guarantors. American Energy Systems, LLC, a previous guarantor of the Notes, merged into Range Resources—Appalachia, LLC, a Subsidiary Guarantor, effective June 30, 2014; Range Operating New Mexico, LLC, a previous guarantor of the Notes, merged into Range Resources—Pine Mountain, Inc., a Subsidiary Guarantor, effective December 31, 2013, and Range Texas Production, LLC, a previous guarantor, also merged into Range Resources—Pine Mountain, Inc., effective April 30, 2014, all in compliance with Section 11.03 of the Base Indenture.

Upon the terms and subject to the conditions set forth in the Company's Offering Memorandum and Consent Solicitation Statement, dated as of August 3, 2016 (the "Offering Memorandum and Consent Solicitation Statement"), and the related letter of transmittal and consent, the Company has offered to exchange (the "Exchange Offer") any and all of the Notes for new 5.00% Senior Notes due March 15, 2023 ("New Notes") to be issued by the Company, and concurrently with the Exchange Offer, the Company has solicited consents (the "Consent Solicitation" and, together with the Exchange Offer, the "Exchange Offer and Consent Solicitation") from certain Holders ("Eligible Holders") of the Notes to amend the Base Indenture in the manner described in the Offering Memorandum and Consent Solicitation Statement and as set forth herein (such amendments, the "Proposed Amendments"). Under the Exchange Offer and Consent Solicitation, an Eligible Holder of Notes may not deliver a consent in the Consent Solicitation, with respect to any Note, without tendering such Note for exchange in the Exchange Offer.

The Company has received (i) consents to the deletion of Section 4.10 of the Base Indenture as set forth in Section 2.05 hereof (the “Asset Sales Covenant Deletion Amendment”) from Holders of at least 66 2/3% in aggregate principal amount of the Notes currently outstanding, and (ii) consents to the other Proposed Amendments from Holders of at least a majority in aggregate principal amount of the Notes currently outstanding.

The Offering Memorandum and Consent Solicitation Statement provides that while this First Supplemental Indenture shall be effective upon execution and delivery thereof, it shall become operative only upon consummation of the Exchange Offer; pursuant to the terms of the Offering Memorandum and Consent Solicitation Statement, the Company’s obligation to accept for exchange, and to exchange the applicable principal amount of New Notes for, Notes validly tendered (and not validly withdrawn) in the Exchange Offer is subject to the satisfaction or waiver of certain conditions, including the consummation of the Merger (as defined in the Offering Memorandum and Consent Solicitation Statement).

The execution and delivery of this First Supplemental Indenture has been duly authorized by the board of directors of the Company and by the board of directors or board of managers, as applicable, of each Subsidiary Guarantor.

The Company has requested that the Trustee join it and the Subsidiary Guarantors in the execution of this First Supplemental Indenture, and, in connection with that request, the Company has provided the Trustee with (i) the resolutions of the board of directors of the Company and of the board of directors or board of managers, as applicable of each Subsidiary Guarantor, authorizing the execution and delivery of this First Supplemental Indenture, (ii) evidence satisfactory to the Trustee of (A) the consents to the Asset Sales Covenant Deletion Amendment from Holders of at least 66 2/3% in aggregate principal amount of the Notes currently outstanding and (B) consents to the other Proposed Amendments from Holders of at least a majority in aggregate principal amount of the Notes currently outstanding, and (iii) an Officers’ Certificate and an Opinion of Counsel relating to this First Supplemental Indenture as contemplated by the Base Indenture.

All things necessary to make this First Supplemental Indenture a valid agreement of the Company, the Subsidiary Guarantors and the Trustee and a valid amendment of the Base Indenture have been done.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed, with binding effect on all parties hereto and all Holders of the Notes, as follows:

ARTICLE I

DEFINED TERMS

Defined Terms. Except as otherwise expressly provided in the preamble and recitals of this First Supplemental Indenture or otherwise clearly required by the context hereof, all capitalized terms used and not defined in this First Supplemental Indenture that are defined in the Base Indenture shall have the respective meanings assigned to them in the Base Indenture.

ARTICLE II

AMENDMENTS TO BASE INDENTURE

SECTION 2.01. Amendment to Section 4.03 Reports. Section 4.03 of the Base Indenture is hereby deleted in its entirety and replaced with the following: "Section 4.03 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.03 shall cease to have effect.

SECTION 2.02. Amendment to Section 4.07 Restricted Payments. Section 4.07 of the Base Indenture is hereby deleted in its entirety and replaced with the following: "Section 4.07 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.07 shall cease to have effect.

SECTION 2.03. Amendment to Section 4.08 Dividends and Other Payment Restrictions Affecting Subsidiaries. Section 4.08 of the Base Indenture is hereby deleted in its entirety and replaced with the following: "Section 4.08 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.08 shall cease to have effect.

SECTION 2.04. Amendment to Section 4.09 Incurrence of Indebtedness and Issuance of Disqualified Stock. Section 4.09 of the Base Indenture is hereby deleted in its entirety and replaced with the following: "Section 4.09 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.09 shall cease to have effect.

SECTION 2.05. Amendment to Section 4.10 Asset Sales. Section 4.10 of the Base Indenture is hereby deleted in its entirety and replaced with the following: "Section 4.10 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.10 shall cease to have effect.

SECTION 2.06. Amendment to Section 4.11 Transactions with Affiliates. Section 4.11 of the Base Indenture is hereby deleted in its entirety and replaced with the following: "Section 4.11 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.11 shall cease to have effect.

SECTION 2.07. Amendment to Section 4.12 Liens. Section 4.12 of the Base Indenture is hereby deleted in its entirety and replaced with the following: "Section 4.12 [Intentionally Omitted]." Accordingly, all other references in the Base Indenture to Section 4.12 shall cease to have effect.

SECTION 2.08. Amendment to Section 4.16 No Senior Subordinated Debt. Section 4.16 of the Base Indenture is hereby deleted in its entirety and replaced with the following: “Section 4.16 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.16 shall cease to have effect.

SECTION 2.09. Amendment to Section 4.17 Business Activities. Section 4.17 of the Base Indenture is hereby deleted in its entirety and replaced with the following: “Section 4.17 [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Section 4.17 shall cease to have effect.

SECTION 2.10. Amendments to Clauses (7), (8), (9) and (10) of Section 6.01 Events of Default. Sections 6.01(7), 6.01(8), 6.01(9) and 6.01(10) of the Base Indenture are each hereby deleted in their entirety and respectively replaced with the following: “(7) [Intentionally Omitted].”; “(8) [Intentionally Omitted].”; “(9) [Intentionally Omitted].”; and “(10) [Intentionally Omitted].” Accordingly, all other references in the Base Indenture to Sections 6.01(7), 6.01(8), 6.01(9) and 6.01(10) shall cease to have effect.

SECTION 2.11. Amendments to Sections 1.01 Definitions and 1.02 Other Definitions. Section 1.01 of the Base Indenture is hereby amended by deleting all defined terms and related definitions in Section 1.01 of the Base Indenture that, after giving effect to the other amendments in this First Supplemental Indenture, are not used in the Base Indenture; and Section 1.02 of the Base Indenture is hereby amended by deleting all defined terms referred to therein that, after giving effect to the other amendments in this First Supplemental Indenture, are not used in the Base Indenture.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Effectiveness. Notwithstanding that this First Supplemental Indenture shall be effective upon the execution and delivery thereof by the parties hereto, this First Supplemental Indenture shall become operative only upon the occurrence of all the following: (i) the Company’s acceptance for exchange of all the Notes validly tendered (and not validly withdrawn) in the Exchange Offer, (ii) the Company’s exchange of all of those accepted Notes for the principal amount of New Notes required under the terms of the Exchange Offer, (iii) the Company’s delivery of an Officers’ Certificate to the Trustee informing the Trustee of such acceptance and exchange and (iv) the consummation of the Merger (as defined in the Offering Memorandum and Consent Solicitation Statement).

SECTION 3.02. Ratification. The Base Indenture, as amended by this First Supplemental Indenture, is in all respects hereby ratified and confirmed, and this First Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

SECTION 3.03. Successors. All agreements of the Company, the Subsidiary Guarantors and the Trustee in this First Supplemental Indenture shall bind their respective successors.

SECTION 3.04. Severability. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.05. Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of such counterparts shall together constitute but one and the same instrument.

SECTION 3.06. Governing Law. The internal law of the State of New York shall govern and be used to construe this First Supplemental Indenture.

SECTION 3.07. Trustee. The Trustee makes no representation as to the validity or sufficiency of this First Supplemental Indenture. The recitals contained herein shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness, except that the Trustee confirms receipt of the items stated in the recitals to have been provided to the Trustee by the Company in connection with the Company's request that the Trustee join in the execution of this First Supplemental Indenture.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year first above written.

RANGE RESOURCES CORPORATION

By: /s/ Mark Scucchi
Name: Mark Scucchi
Title: Vice President – Finance & Treasurer

GUARANTORS:

ENERGY ASSETS OPERATING COMPANY, LLC
RANGE ENERGY SERVICES COMPANY, LLC
RANGE PRODUCTION COMPANY, LLC
RANGE RESOURCES—APPALACHIA, LLC
RANGE RESOURCES—MIDCONTINENT, LLC
RANGE RESOURCES—PINE MOUNTAIN, INC.

By: /s/ David Goldberg
Name: David Goldberg
Title: Vice President – Legal, Deputy
General Counsel & Assistant Secretary

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Israel Lugo
Name: Israel Lugo
Title: Vice President

First Supplemental Indenture – 5% Senior Subordinated Notes due 2023