
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **December 21, 2018**

ANTERO RESOURCES CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36120
(Commission File Number)

80-0162034
(IRS Employer
Identification Number)

1615 Wynkoop Street
Denver, Colorado 80202
(Address of Principal Executive Offices) (Zip Code)

Registrant's Telephone Number, including Area Code **(303) 357-7310**

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:

- ☒ 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On December 21, 2018, Antero Resources Corporation (“Antero Resources”) entered into a First Amendment (the “First Amendment”) to its Fifth Amended and Restated Credit Agreement, dated as of October 26, 2017, by and among Antero Resources, certain of its subsidiaries, as guarantors (the “Guarantors”), the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (the “Credit Agreement”). The First Amendment amends the Credit Agreement to, among other things, (i) permit the consummation of the transactions set forth in the Simplification Agreement, dated as of October 9, 2018, by and among AMGP GP LLC, Antero Midstream GP LP (“AMGP”), Antero IDR Holdings LLC, Arkrose Midstream Preferred Co LLC, Arkrose Midstream NewCo Inc., Arkrose Midstream Merger Sub LLC, Antero Midstream Partners GP LLC and Antero Midstream Partners LP (“Antero Midstream”) and (ii) provide Antero Resources with additional flexibility with respect to the limitations on investments and new businesses and the limitations on credit extensions contained therein.

The foregoing description is qualified in its entirety by reference to the First Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated into this Current Report on Form 8-K by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant .

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03 of this Current Report on Form 8-K.

NO OFFER OR SOLICITATION

This Current Report, including the First Amendment attached as an exhibit hereto, includes a discussion of a proposed business combination transaction (the “Transaction”) between Antero Midstream and AMGP. This communication is for informational purposes only and 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, in any jurisdiction, pursuant to the Transaction or otherwise, nor shall there be any sale, issuance, exchange or transfer of the securities referred to in this document in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

IMPORTANT ADDITIONAL INFORMATION

In connection with the Transaction, AMGP has filed with the U.S. Securities and Exchange Commission (“SEC”) a registration statement on Form S-4, which includes a joint proxy statement of Antero Midstream and AMGP and a prospectus of AMGP. The registration statement on Form S-4 has not been declared effective by the SEC, and the definitive joint proxy statement/prospectus has not yet been delivered to Antero Midstream unitholders or AMGP shareholders.

INVESTORS AND SECURITY HOLDERS OF ANTERO MIDSTREAM AND AMGP ARE URGED TO READ THE REGISTRATION STATEMENT AND THE JOINT PROXY STATEMENT/PROSPECTUS REGARDING THE TRANSACTION AND ALL OTHER RELEVANT DOCUMENTS THAT ARE FILED OR WILL BE FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THESE DOCUMENTS, CAREFULLY AND IN THEIR ENTIRETY BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE TRANSACTION AND RELATED MATTERS.

Investors and security holders will be able to obtain free copies of the registration statement and the joint proxy statement/prospectus (when available) and all other documents filed or that will be filed with the SEC by AMGP or Antero Midstream through the website maintained by the SEC at <http://www.sec.gov>. Copies of documents filed with the SEC by Antero Midstream will be made available free of charge on Antero Midstream’s website at <http://investors.anteromidstream.com/investor-relations/AM>, under the heading “SEC Filings,” or by directing a request to Investor Relations, Antero Midstream Partners LP, 1615 Wynkoop Street, Denver, Colorado 75219, Tel. No. (303) 357-7310. Copies of documents filed with the SEC by AMGP will be made available free of charge on AMGP’s website at <http://investors.anteromidstreamgp.com/Investor-Relations/AMGP> or by directing a request to Investor Relations, Antero Midstream GP LP, 1615 Wynkoop Street, Denver, Colorado 75219, Tel. No. (303) 357-7310.

PARTICIPANTS IN THE SOLICITATION

AMGP, Antero Midstream, Antero Resources and the directors and executive officers of AMGP and Antero Midstream's respective general partners and of Antero Resources may be deemed to be participants in the solicitation of proxies in respect to the Transaction.

Information regarding the directors and executive officers of Antero Midstream's general partner is contained in Antero Midstream's 2018 Annual Report on Form 10-K filed with the SEC on February 13, 2018, and certain of its Current Reports on Form 8-K. You can obtain a free copy of this document at the SEC's website at <http://www.sec.gov> or by accessing Antero Midstream's website at <http://www.anteromidstream.com>. Information regarding the executive officers and directors of AMGP's general partner is contained in AMGP's 2018 Annual Report on Form 10-K filed with the SEC on February 13, 2018 and certain of its Current Reports on Form 8-K. You can obtain a free copy of this document at the SEC's website at www.sec.gov or by accessing AMGP's website at <http://www.anteromidstreamgp.com>. Information regarding the executive officers and directors of Antero Resources is contained in Antero Resources' 2018 Annual Report on Form 10-K filed with the SEC on February 13, 2018 and certain of its Current Reports on Form 8-K. You can obtain a free copy of this document at the SEC's website at www.sec.gov or by accessing Antero Resources' website at <http://www.anteroresources.com>.

Investors may obtain additional information regarding the interests of those persons and other persons who may be deemed participants in the Transaction by reading the joint proxy statement/prospectus regarding the Transaction when it becomes available. You may obtain free copies of this document as described above.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibits	Description
10.1	<u>First Amendment to the Fifth Amended And Restated Credit Agreement, dated as of October 26, 2017, among Antero Resources Corporation, as Borrower, certain subsidiaries of Antero Resources Corporation, as Guarantors, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.</u>

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.

ANTERO RESOURCES CORPORATION

By: /s/ Glen C. Warren, Jr.
Glen C. Warren, Jr.
President and Chief Financial Officer

Dated: December 28, 2018

**FIRST AMENDMENT TO FIFTH AMENDED AND RESTATED
CREDIT AGREEMENT**

This FIRST AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT (this “Amendment”) is made as of December 21, 2018, by and among ANTERO RESOURCES CORPORATION, a Delaware corporation (the “Borrower”), CERTAIN SUBSIDIARIES OF BORROWER, as Guarantors, the LENDERS party hereto, and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”). Unless otherwise expressly defined herein, capitalized terms used but not defined in this Amendment have the meanings assigned to such terms in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, Borrower, the Guarantors, the Administrative Agent and the Lenders have entered into that certain Fifth Amended and Restated Credit Agreement, dated as of October 26, 2017 (as the same has been amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Agreement” and as further amended by this Amendment, the “Credit Agreement”); and

WHEREAS, Borrower has requested that Administrative Agent and the Lenders enter into this Amendment to amend certain terms of the Existing Agreement as set forth herein; and

WHEREAS, Administrative Agent, the Lenders, Borrower and Guarantors desire to amend the Existing Agreement as provided herein upon the terms and conditions set forth herein.

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

SECTION 1. Amendments to Credit Agreement. Subject to the satisfaction or waiver in writing of each condition precedent set forth in Section 4 of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Existing Agreement shall be amended, effective as of the Simplification Amendment Effective Date, in the manner provided in this Section 1.

1.1 Additional Definitions. The following definitions are hereby added to Section 1.01 of the Credit Agreement in appropriate alphabetical order:

“First Amendment” means that certain First Amendment to Fifth Amended and Restated Credit Agreement dated as of December 21, 2018, among the Borrower, Guarantors, the Lenders party thereto and the Administrative Agent.

“Simplification Amendment Effective Date” means the “Simplification Amendment Effective Date” as defined in the First Amendment.

ANTERO RESOURCES CORPORATION
FIRST AMENDMENT TO CREDIT AGREEMENT

1.2 Amended Definitions . The following definitions in Section 1.01 of the Credit Agreement are hereby amended and restated in their entirety to read as follows:

“ Antero Midstream ” means Antero Midstream Corporation, a Delaware corporation.

1.3 Midstream Parties. The Credit Agreement shall be and is hereby amended by replacing each reference to “MLP Party” or “MLP Parties” (including in the definition thereof) with “Midstream Party” or “Midstream Parties” , respectively.

1.4 Capitalization . Section 4.13 of the Credit Agreement shall be and it hereby is amended by replacing the reference to “ Effective Date ” therein with “ Simplification Amendment Effective Date ”.

1.5 Cash Management Obligations. Section 7.01(d) of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

(d) Cash Management Obligations; provided that the aggregate outstanding amount of all Cash Management Obligations does not exceed at any time the lesser of (x) \$25,000,000 and (y) the amount of Cash Management Obligations permitted under the Indenture.

1.6 Limitations on Investments . Section 7.07 of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

Section 7.07 Limitation on Investments and New Businesses. . No Credit Party will, nor will it permit any of its Restricted Subsidiaries to, (a) make any expenditure or commitment or incur any obligation or enter into or engage in any transaction except in the ordinary course of business, (b) engage directly or indirectly in any business or conduct any operations except in connection with or incidental to its present businesses and operations, or (c) make any acquisitions of or capital contributions to or other investments in any Person (any such action set forth in clause (a), clause (b) or clause (c) of this Section 7.07, an “Investment”), other than (i) Permitted Investments, (ii) investments in the Equity Interests of any Restricted Subsidiary, (iii) investments in any Midstream Party consisting of Dispositions permitted under Section 7.05(j) and (iv) other Investments; provided that with respect to investments made pursuant to this clause (iv), at the time of each such investment and after giving effect thereto (A) no Default shall have occurred and be continuing or would be caused thereby, (B) the Borrower’s Leverage Ratio on a pro forma basis both before and after giving effect to such investment shall not exceed 3.75 to 1.00, and (C) on a pro forma basis, the Aggregate Credit Exposure is less than 85% of the Aggregate Commitment.

1.7 Limitation on Credit Extensions . Section 7.08 of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

Section 7.08 Limitation on Credit Extensions. Except for Permitted Investments and intercompany Indebtedness permitted under Section 7.01(b), no Credit Party will, nor will it permit any of its Restricted Subsidiaries to, extend credit, make advances or make loans to any Person, other than credit extensions, advances or loans to any Person; provided that, at the time of each such credit extension, advance or loan, after giving effect thereto and for so long as such credit extension, advance or loan is outstanding (a) no Default shall have occurred and be continuing or would be caused thereby, (b) the Borrower's Leverage Ratio on a pro forma basis both before and after giving effect to such credit extension, advance or loan shall not exceed 3.75 to 1.00, and (c) on a pro forma basis, the Aggregate Credit Exposure is less than 85% of the Aggregate Commitment.

1.8 Schedule 4.13 . Schedule 4.13 of the Credit Agreement shall be and it hereby is amended and restated in its entirety with Schedule 4.13 attached to this Amendment.

SECTION 2. Consent to Simplification Transaction . Subject to the satisfaction or waiver in writing of each condition precedent set forth in Section 3 of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, notwithstanding anything to the contrary in any Loan Document, as of the date hereof, the Administrative Agent and the Lenders party hereto hereby acknowledge and consent to that certain Simplification Agreement, together with any schedules or exhibits thereto, dated as of October 9, 2018, by and among AMGP GP LLC, a Delaware limited liability company, Antero Midstream GP LP, a Delaware limited partnership, Antero IDR Holdings LLC, a Delaware limited liability company, Arkrose Midstream Preferred Co LLC, a Delaware limited liability company, Arkrose Midstream Newco Inc., a Delaware corporation, Arkrose Midstream Merger Sub LLC, a Delaware limited liability company, Antero Midstream Partners GP LLC, a Delaware limited liability company, and Antero Midstream Partners LP, a Delaware limited partnership, (as may be amended, amended and restated, supplemented or otherwise modified from time to time (the “Simplification Agreement”) and the transactions described therein and acknowledge and agree that the consummation of the transactions described therein shall not result in or constitute a breach, Default or Event of Default under any Loan Document and the terms thereof.

SECTION 3. Conditions to Effectiveness. This Amendment (other than the amendments to the Existing Agreement contained in Section 1 of this Amendment) shall be effective upon the satisfaction of each of the conditions set forth in this Section 3 .

3.1 Execution and Delivery . Each Credit Party, at least the Majority Lenders and the Administrative Agent shall have executed and delivered this Amendment.

3.2 No Default . No Default shall have occurred and be continuing or shall result from the effectiveness of this Amendment as of the date hereof.

3.3 Certificates . The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Credit Party, the authorization of this Amendment and the transactions contemplated hereby and any other legal matters relating to the Credit Parties, this Amendment or the transactions contemplated hereby, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

3.4 Other Documents. The Administrative Agent shall have received such other instruments and documents incidental and appropriate to the transactions provided for herein as the Administrative Agent or its special counsel may reasonably request, and all such documents shall be in form and substance reasonably satisfactory to the Administrative Agent.

SECTION 4. Conditions to Effectiveness of Simplification Amendments. The amendments to the Existing Agreement contained in Section 1 of this Amendment shall be effective upon the satisfaction of each of the conditions set forth in this Section 4 (the “Simplification Amendment Effective Date”).

4.1 Simplification Transaction. The transactions contemplated by the Simplification Agreement shall have been consummated, in all material respects in accordance with the Simplification Agreement without an amendment, waiver or modification thereof that is materially adverse to the interests of the Lenders taken as a whole.

4.2 Representations and Warranties . Each of the representations and warranties contained in the Credit Agreement and in each of the other Loan Documents shall be true and correct in all material respects on and as of the Simplification Amendment Effective Date (except to the extent such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such date and any representation or warranty which is qualified by reference to “materiality” or “Material Adverse Effect” is true and correct in all respects).

4.3 No Default . No Default shall have occurred and be continuing as of the Simplification Amendment Effective Date.

4.4 Simplification Certificate . The Administrative Agent shall have received from the Borrower, a certificate, dated as of the Simplification Amendment Effective Date, certifying that the conditions specified in Sections 4.1, 4.2 and 4.3 above have been satisfied.

4.5 Fees . The Borrower shall have paid all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the Simplification Amendment Effective Date.

Notwithstanding the foregoing, the Simplification Amendment Effective Date shall not occur unless each of the foregoing conditions is satisfied (or waived pursuant to Section 11.02 of the Existing Credit Agreement) at or prior to 3:00 p.m., New York City time, on September 30, 2019.

SECTION 5. Representations and Warranties of Credit Parties . To induce the Lenders to enter into this Amendment, each Credit Party hereby represents and warrants to the Lenders as follows:

5.1 Reaffirmation of Representations and Warranties/Further Assurances . Both before and after giving effect to the amendments herein, each representation and warranty of such Credit Party contained in the Credit Agreement and in each of the other Loan Documents is true and correct in all material respects as of the date hereof (except to the extent such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such date and any representation or warranty which is qualified by reference to “materiality” or “Material Adverse Effect” is true and correct in all respects).

5.2 Corporate Authority; No Conflicts . The execution, delivery and performance by each Credit Party of this Amendment are within such Credit Party’s corporate or other organizational powers, have been duly authorized by necessary action, require no action by or in respect of, or filing with, any Governmental Authority and do not violate or constitute a default under any provision of any applicable law or other agreements binding upon any Credit Party or result in the creation or imposition of any Lien upon any of the assets of any Credit Party except for Permitted Liens and otherwise as permitted in the Credit Agreement.

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

5.4 No Default . As of the date hereof, both before and immediately after giving effect to this Amendment, no Default has occurred and is continuing.

SECTION 6. Miscellaneous .

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

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

6.3 Legal Expenses. Each Credit Party hereby agrees to pay all reasonable fees and expenses of special counsel to the Administrative Agent incurred by the Administrative Agent in

connection with the preparation, negotiation and execution of this Amendment and all related documents.

6.4 Counterparts . This Amendment may be executed in one or more counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of photocopies of the signature pages to this Amendment by facsimile or electronic mail shall be effective as delivery of manually executed counterparts of this Amendment.

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

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

6.7 Governing Law . This Amendment shall be construed in accordance with and governed by the laws of the State of New York.

6.8 Reference to and Effect on the Loan Documents.

(a) This Amendment shall be deemed to constitute a Loan Document for all purposes and in all respects. Each reference in the Existing Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference in the Existing Agreement or in any other Loan Document, or other agreements, documents or other instruments executed and delivered pursuant to the Existing Agreement to the “Credit Agreement”, shall mean and be a reference to the Existing Agreement as amended by this Amendment.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

*[Remainder of page intentionally blank.
Signature pages follow.]*

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their respective authorized officers to be effective as of the date first above written.

BORROWER:
ANTERO RESOURCES CORPORATION

By: /s/ Alvyn A. Schopp
Name: Alvyn A. Schopp
Title: Chief Administrative Officer, Regional Senior Vice President
and Treasurer

GUARANTOR:
MONROE PIPELINE LLC

By: /s/ Alvyn A. Schopp
Name: Alvyn A. Schopp
Title: Chief Administrative Officer, Regional Senior Vice President
and Treasurer

ANTERO RESOURCES CORPORATION
FIRST AMENDMENT TO CREDIT AGREEMENT

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JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, Issuing Bank and a Lender

By: /s/ David Morris
Name: David Morris
Title: Authorized Officer

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WELLS FARGO BANK, N.A.,
as Issuing Bank and a Lender

By: /s/ Jonathan Herrick
Name: Jonathan Herrick
Title: Director

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BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Greg M. Hall
Name: Greg M. Hall
Title: Vice President

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BARCLAYS BANK PLC,
as a Lender

By: /s/ Sydney G. Dennis
Name: Sydney G. Dennis
Title: Director

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BMO HARRIS BANK N.A.,
as a Lender

By: /s/ Melissa Guzmann
Name: Melissa Guzmann
Title: Director

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CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Scott Mackey
Name: Scott Mackey
Title: Director

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CITIBANK, N.A.,
as a Lender

By: /s/ Phil Ballard
Name: Phil Ballard
Title: Vice President

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CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
as a Lender

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

By: /s/ Joseph Cariello
Name: Joseph Cariello
Title: Director

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ABN AMRO CAPITAL USA LLC,
as a Lender

By: /s/ Darrell Holley
Name: Darrell Holley
Title: Managing Director

By: /s/ David Montgomery
Name: David Montgomery
Title: Managing Director

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THE BANK OF NOVA SCOTIA, HOUSTON BRANCH,
as a Lender

By: /s/ Marc Graham
Name: Marc Graham
Title: Managing Director

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COMPASS BANK,
as a Lender

By: /s/ Gabriela Azcarate
Name: Gabriela Azcarate
Title: Senior Vice President

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**CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK
BRANCH,**
as a Lender

By: /s/ Trudy Nelson
Name: Trudy Nelson
Title: Authorized Signatory

By: /s/ Megan Larson
Name: Megan Larson
Title: Authorized Signatory

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Christopher Zybrick
Name: Christopher Zybrick
Title: Authorized Signatory

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NATIXIS, NEW YORK BRANCH,
as a Lender

By: /s/ Vikram Nath

Name: Vikram Nath

Title: Director

By: /s/ Arnaud Roberdet

Name: Arnaud Roberdet

Title: Vice President

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SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Katsuyuki Kubo
Name: Katsuyuki Kubo
Title: Managing Director

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THE TORONTO-DOMINION BANK, NEW YORK BRANCH,
as a Lender

By: /s/ Peter Kuo

Name: Peter Kuo

Title: Authorized Signatory

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BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ Greg Krablin
Name: Greg Krablin
Title: Vice President

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MORGAN STANLEY BANK, N.A.,
as a Lender

By: /s/ John Kuhns
Name: John Kuhns
Title: Authorized Signatory

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PNC BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Denise S. Davis
Name: Denise S. Davis
Title: Vice President

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SUNTRUST BANK,
as a Lender

By: /s/ Nina Johnson
Name: Nina Johnson
Title: Director

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U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ John C. Lozano
Name: John C. Lozano
Title: Senior Vice President

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SCHEDULE 4.13

Capitalization

Unrestricted Subsidiaries : Antero Midstream Corporation

Borrower :

1. Antero Resources Corporation
Jurisdiction of Organization: Delaware

Federal Tax Identification Number: 32-0114849

Restricted Subsidiaries :

1. Monroe Pipeline LLC (wholly-owned subsidiary of Antero Resources Corporation)
Jurisdiction of Organization: Delaware

Federal Tax Identification Number: 46-0608234
