
**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): **July 28, 2014**

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 No.)

**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))
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Item 1.01 Entry into a Material Definitive Agreement.

Company Credit Agreement Amendment

On July 28, 2014, Antero Resources Corporation (the "**Company**") entered into a Twelfth Amendment (the "**Twelfth Amendment**") to its Fourth Amended and Restated Credit Agreement with the lenders party thereto and J.P. Morgan Chase Bank, N.A., as administrative agent (the "**Company Credit Agreement**"). The Twelfth Amendment amended the Company Credit Agreement to, among other things, (i) increase aggregate lender commitments from \$2.0 billion to \$2.5 billion (including \$400 million associated with the midstream credit facility described below) and (ii) increase the letter of credit sublimit from \$500 million to \$650 million.

A copy of the Twelfth Amendment is filed as Exhibit 10.1 hereto, and is incorporated herein by reference. The description of the Twelfth Amendment contained herein is qualified in entirety by the full text of such instruments.

Relationships

Certain parties to the Twelfth Amendment or parties to the Second Amendment (as defined below), or their respective affiliates (collectively, the "**Banks**"), perform and have performed commercial and investment banking and advisory services for the Company from time to time for which they receive and have received customary fees and expenses. In addition, Wells Fargo Bank, National Association, is the trustee for each outstanding series of our senior notes. The Banks may, from time to time, engage in transactions with and perform services for the Company and Midstream Operating (as defined below) in the ordinary course of their business, for which they will receive fees and expenses.

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

The information included under the heading "Company Credit Agreement Amendment" in 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.

Item 8.01 Other Information.

Midstream Credit Agreement Amendment

Also on July 28, 2014, in connection with the Twelfth Amendment, Antero Midstream LLC (“**Midstream Operating**”) entered into a Second Amendment (the “**Second Amendment**”) to its Credit Agreement with the lenders party thereto and J.P. Morgan Chase Bank, N.A., as administrative agent. The Second Amendment provided for the reallocation of lender commitments.

A copy of the Second Amendment is filed as Exhibit 10.2 hereto, and is incorporated herein by reference. The description of the Second Amendment contained herein is qualified in entirety by the full text of such instruments.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT	DESCRIPTION
10.1	Twelfth Amendment to Fourth Amended and Restated Credit Agreement, dated as of July 28, 2014, by and among Antero Resources Corporation, certain subsidiaries of the Borrower, as Guarantors, the Lenders party thereto, and J.P. Morgan Chase bank, N.A., as Administrative Agent.
10.2	Second Amendment to Credit Agreement, dated as of July 28, 2014, by and among Antero Midstream LLC, certain subsidiaries of the Borrower, as Guarantors, the Lenders party thereto, and J.P. Morgan Chase Bank, N.A., as Administrative Agent.

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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: July 31, 2014

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EXHIBIT INDEX

EXHIBIT	DESCRIPTION
10.1	Twelfth Amendment to Fourth Amended and Restated Credit Agreement, dated as of July 28, 2014, by and among Antero Resources Corporation, certain subsidiaries of the Borrower, as Guarantors, the Lenders party thereto, and J.P. Morgan Chase bank, N.A., as Administrative Agent.
10.2	Second Amendment to Credit Agreement, dated as of July 28, 2014, by and among Antero Midstream LLC, certain subsidiaries of the Borrower, as Guarantors, the Lenders party thereto, and J.P. Morgan Chase Bank, N.A., as Administrative Agent.

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**TWELFTH AMENDMENT TO FOURTH AMENDED AND RESTATED
CREDIT AGREEMENT**

This TWELFTH AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is made as of July 28, 2014, 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 Fourth Amended and Restated Credit Agreement, dated as of November 4, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Administrative Agent, the Lenders, Borrower and the Guarantors have agreed to amend the Credit Agreement as provided herein subject to 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 Lenders hereby agree as follows:

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

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

"Aggregate Commitment" means, at any time, the sum of the Commitments of all the Lenders at such time, as such amount may be reduced or increased from time to time pursuant to Section 2.02 and Section 2.03; provided that such amount shall not at any time exceed the lesser of (a) the Net Borrowing Base then in effect and (b) the Maximum Facility Amount. As of the Twelfth Amendment Effective Date, the Aggregate Commitment is \$2,100,000,000.

1.2 Additional Definitions. The following definitions shall be and they hereby are added to Section 1.01 of the Credit Agreement in appropriate alphabetical order:

"Twelfth Amendment Effective Date" means July 28, 2014.

ANTERO RESOURCES CORPORATION
TWELFTH AMENDMENT TO CREDIT AGREEMENT

1.3 Letter of Credit Sublimit. The last sentence of Section 2.06(b) of the Credit Agreement shall be and it hereby is amended and restated in its entirety as follows:

A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall not exceed \$650,000,000 and (ii) the Aggregate Credit Exposure shall not exceed the Aggregate Commitment.

1.4 Mortgage and Title. The penultimate sentence of Section 6.09 of the Credit Agreement, shall be and it hereby is amended and restated in its entirety as follows:

Within 60 days after the Twelfth Amendment Effective Date (or such longer time as acceptable to the Administrative Agent in its sole discretion, but not to exceed 90 days), the Borrowers agree to execute and deliver, or cause to be executed and delivered, Mortgages, amendments to Mortgages, or amendments and restatements of the Mortgages, in form and substance reasonably satisfactory to the Administrative Agent, as the Administrative Agent may reasonably require to comply with the requirements of Section 6.09 and related title information required to comply with Section 6.10.

1.5 Schedule 1.01. Schedule 1.01 to the Credit Agreement shall be and it hereby is amended in its entirety and replaced with Schedule 1.01 attached hereto.

SECTION 2. Reallocation and Increase of Commitments. The Lenders have agreed among themselves to reallocate their respective Commitments, and to, among other things, permit one or more of the Lenders to increase their respective Commitments under the Credit Agreement (each, an "Increasing Lender") provided that at any time prior to the Midstream Operating Credit Termination Date, each Lender's Applicable Percentage under the Credit Agreement shall, at all times, be equal to such Lender's "Applicable Percentage"

under and as defined in the Midstream Operating Credit Agreement. Each of the Administrative Agent and Borrower hereby consents to (i) the reallocation of the Commitments and (ii) the increase in each Increasing Lender's Commitment. On the date this Amendment becomes effective and after giving effect to such reallocation and increase of the Aggregate Commitment, the Commitment of each Lender shall be as set forth on Schedule 1.01 of this Amendment. Each Lender hereby consents to the Commitments set forth on Schedule 1.01 of this Amendment. The reallocation of the Aggregate Commitment among the Lenders shall be deemed to have been consummated pursuant to the terms of the Assignment and Assumption attached as Exhibit A to the Credit Agreement as if the Lenders had executed an Assignment and Assumption with respect to such reallocation. The Administrative Agent hereby waives the \$3,500 processing and recordation fee set forth in Section 11.04(b)(ii)(C) of the Credit Agreement with respect to the assignments and reallocations contemplated by this Section 2. The increase in each Increasing Lender's Commitment shall be deemed to have been consummated pursuant to the terms of the Lender Certificate attached as Exhibit E to the Credit Agreement as if such Increasing Lender had executed a Lender Certificate with respect to such increase. To the extent requested by any Lender and in accordance with Section 2.16 of the Credit Agreement, Borrower shall pay to such

ANTERO RESOURCES CORPORATION
TWELFTH AMENDMENT TO CREDIT AGREEMENT

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Lender, within the time period prescribed by Section 2.16 of the Credit Agreement, any amounts required to be paid by Borrower under Section 2.16 of the Credit Agreement in the event the payment of any principal of any Eurodollar Loan or the conversion of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto is required in connection with the reallocation contemplated by this Section 2.

SECTION 3. Conditions. The amendments to the Credit Agreement contained in Section 1 of this Amendment and the increase and reallocation of the Commitments contained in Section 2 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, the Lenders (or at least the required percentage thereof), 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.

3.3 Fees. Borrower, the Administrative Agent and J.P. Morgan shall have executed and delivered a fee letter in connection with this Amendment, and the Administrative Agent and J.P. Morgan shall have each received, for its own account and for the account of the Lenders, the fees separately agreed upon in such fee letter.

3.4 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.

3.5 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. 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:

4.1 Reaffirmation of Representations and Warranties/Further Assurances. 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 specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date).

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TWELFTH AMENDMENT TO CREDIT AGREEMENT

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4.2 Reaffirmation of Guarantee. Both before and immediately after giving effect to this Amendment, each Guarantor hereby expressly reaffirms its guarantee of the Guaranteed Liabilities under Article VIII of the Credit Agreement.

4.3 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 court or agency of government and do not violate or constitute a default under any provision of any applicable law or other agreements binding upon any 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.

4.4 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.

4.5 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 5. Miscellaneous.

5.1 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.

5.2 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.

5.3 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.

5.4 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

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TWELFTH AMENDMENT TO CREDIT AGREEMENT

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electronic mail shall be effective as delivery of manually executed counterparts of this Amendment.

5.5 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.

5.6 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.

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

5.8 Loan Document. This Amendment shall constitute a Loan Document for all purposes and in all respects.

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

ANTERO RESOURCES CORPORATION
TWELFTH AMENDMENT TO CREDIT AGREEMENT

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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/ Alwyn A. Schopp
Name: Alwyn A. Schopp

Title: Chief Administrative Officer and
Regional Vice President

GUARANTORS:

ANTERO RESOURCES MIDSTREAM LLC

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and
Regional Vice President

ANTERO MIDSTREAM LLC

(f/k/a Antero Resources Midstream Operating LLC)

By: /s/ Alwyn A. Schopp
Name: Alwyn A. Schopp
Title: Chief Administrative Officer and
Regional Vice President

ANTERO RESOURCES CORPORATION
TWELFTH AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

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

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

ANTERO RESOURCES CORPORATION
TWELFTH AMENDMENT TO CREDIT AGREEMENT

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WELLS FARGO BANK, N.A.,
as Syndication Agent and a Lender

By: /s/ Jonathan Herrick
Name: Jonathan Herrick
Title: Vice President

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TWELFTH AMENDMENT TO CREDIT AGREEMENT

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**CREDIT AGRICOLE CORPORATE AND INVESTMENT
BANK,**
as Co-Documentation Agent and a Lender

By: /s/ Sharada Manne
Name: Sharada Manne
Title: Managing Director

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

MUFG UNION BANK, N.A., f/k/a UNION BANK, N.A.
as Co-Documentation Agent and a Lender

By: /s/ Laura Sorokolit
Name: Laura Sorokolit
Title: Vice President

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TWELFTH AMENDMENT TO CREDIT AGREEMENT

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CITIBANK, N.A.,
as a Lender

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

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TWELFTH AMENDMENT TO CREDIT AGREEMENT

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BARCLAYS BANK PLC,
as a Lender

By: /s/ Vanessa A. Kurbatskiy
Name: Vanessa A. Kurbatskiy
Title: Vice President

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CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Victor Ponce de León
Name: Victor Ponce de León
Title: Vice President

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TORONTO DOMINION (NEW YORK) LLC,
as a Lender

By: /s/ Masood Fikree
Name: Masood Fikree
Title: Authorized Signatory

ANTERO RESOURCES CORPORATION

COMERICA BANK,
as a Lender

By: /s/ Devin S. Eaton
Name: Devin S. Eaton
Title: Relationship Manager

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BMO HARRIS BANK N.A.,
as a Lender

By: /s/ Melissa Guzmann
Name: Melissa Guzmann
Title: Vice President

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U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Todd S. Anderson
Name: Todd S. Anderson
Title: Vice President

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as a Lender

By: /s/ Michael Spaight
Name: Michael Spaight
Title: Authorized Signatory

By: /s/ Lingzi Huang
Name: Lingzi Huang
Title: Authorized Signatory

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THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ Terry Donovan
Name: Terry Donovan
Title: Managing Director

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BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ Traci Bankston
Name: Traci Bankston
Title: Assistant Vice President

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

By: /s/ Daria Mahoney
Name: Daria Mahoney
Title: Authorized Signatory

By: /s/ William M. Reid
Name: William M. Reid
Title: Authorized Signatory

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KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

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ABN AMRO CAPITAL USA LLC,
as a Lender

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

By: /s/ Darrell Holley
Name: Darrell Holley

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Title: Managing Director
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PNC BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Jonathan Luchansky
Name: Jonathan Luchansky
Title: Assistant Vice President

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**SUMITOMO MITSUI BANKING
CORPORATION,**
as a Lender

By: /s/ James D. Weinstein
Name: James D. Weinstein
Title: Managing Director

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FIFTH THIRD BANK,
as a Lender

By: /s/ Richard Butler
Name: Richard Butler
Title: Senior Vice President

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GUARANTY BANK AND TRUST COMPANY,
as a Lender

By: /s/ Gail J. Nofsinger
Name: Gail J. Nofsinger
Title: Senior Vice President

ANTERO RESOURCES CORPORATION
TWELFTH AMENDMENT TO CREDIT AGREEMENT

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SCHEDULE 1.01

Applicable Percentages and Commitment

Lender	Applicable Percentage	Commitment
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JPMorgan Chase Bank, N.A.	8.00000 %	\$	168,000,000.00
Wells Fargo Bank, N.A.	8.00000 %	\$	168,000,000.00
Credit Agricole Corporate and Investment Bank	6.75000 %	\$	141,750,000.00
MUFG Union Bank, N.A.	6.75000 %	\$	141,750,000.00
Citibank, N.A.	6.75000 %	\$	141,750,000.00
Barclays Bank PLC	6.75000 %	\$	141,750,000.00
Capital One, National Association	6.81000 %	\$	143,010,000.00
Toronto Dominion (New York) LLC	4.42500 %	\$	92,925,000.00
Comerica Bank	4.42500 %	\$	92,925,000.00
BMO Harris Bank N.A.	4.42500 %	\$	92,925,000.00
U.S. Bank National Association	4.42500 %	\$	92,925,000.00
Credit Suisse AG, Cayman Islands Branch	4.42500 %	\$	92,925,000.00
The Bank of Nova Scotia	4.42500 %	\$	92,925,000.00
Branch Banking and Trust Company	3.30000 %	\$	69,300,000.00
Canadian Imperial Bank of Commerce, New York Branch	3.36000 %	\$	70,560,000.00
KeyBank National Association	3.30000 %	\$	69,300,000.00
ABN AMRO Capital USA LLC	3.30000 %	\$	69,300,000.00
PNC Bank, National Association	3.30000 %	\$	69,300,000.00
Sumitomo Mitsui Banking Corporation	3.30000 %	\$	69,300,000.00
Fifth Third Bank	3.30000 %	\$	69,300,000.00
Guaranty Bank and Trust Company	0.48000 %	\$	10,080,000.00
TOTAL	<u>100.000000000 %</u>	<u>\$</u>	<u>2,100,000,000.00</u>

ANTERO RESOURCES CORPORATION
TWELFTH AMENDMENT TO CREDIT AGREEMENT

SCHEDULE 1.01



SECOND AMENDMENT TO CREDIT AGREEMENT

This SECOND AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is made as of July 28, 2014, by and among ANTERO MIDSTREAM LLC, a Delaware limited liability company formerly known as Antero Resources Midstream Operating LLC (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, the Borrower, the Guarantors, the Administrative Agent and the Lenders have entered into that certain Credit Agreement, dated as of February 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Antero Resources Agent, the lenders party thereto, the Borrower and the Guarantors have agreed to amend the Antero Resources Credit Agreement pursuant to that certain Twelfth Amendment to Fourth Amended and Restated Credit Agreement, dated as of July 28, 2014 (the "Antero Resources Credit Agreement Twelfth Amendment"); and

WHEREAS, the Administrative Agent, the Lenders, the Borrower and the Guarantors have agreed to amend the Credit Agreement as provided herein subject to 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, the Borrower, the Guarantors, the Administrative Agent and the Lenders hereby agree as follows:

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

1.1 Schedule. Schedule 1.01 to the Credit Agreement shall be and it hereby is amended in its entirety and replaced with Schedule 1.01 attached hereto.

SECTION 2. Reallocation and Increase of Commitments. The Lenders have agreed among themselves to reallocate their respective Commitments, and to, among other things, permit one or more of the Lenders to increase their respective Commitments under the Credit Agreement (each, an "Increasing Lender") provided that at any time prior to the Midstream Operating Credit Termination Date (as defined in the Antero Resources Credit Agreement), each Lender's Applicable Percentage under the Credit Agreement shall, at all times, be equal to such Lender's "Applicable Percentage" under and as defined in the Antero Resources Credit

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

Agreement. Each of the Administrative Agent and Borrower hereby consents to (i) the reallocation of the Commitments and (ii) the increase in each Increasing Lender's Commitment. On the date this Amendment becomes effective and after giving effect to such reallocation and increase of the Aggregate Commitment, the Commitment of each Lender shall be as set forth on Schedule 1.01 of this Amendment. Each Lender hereby consents to the Commitments set forth on Schedule 1.01 of this Amendment. The reallocation of the Aggregate Commitment among the Lenders shall be deemed to have been consummated pursuant to the terms of the Assignment and Assumption attached as Exhibit A to the Credit Agreement as if the Lenders had executed an Assignment and Assumption with respect to such reallocation. The Administrative Agent hereby waives the \$3,500 processing and recordation fee set forth in Section 11.04(b)(ii)(C) of the Credit Agreement with respect to the assignments and reallocations contemplated by this Section 2. To the extent requested by any Lender and in accordance with Section 2.16 of the Credit Agreement, Borrower shall pay to such Lender, within the time period prescribed by Section 2.16 of the Credit Agreement, any amounts required to be paid by Borrower under Section 2.16 of the Credit Agreement in the event the payment of any principal of any Eurodollar Loan or the conversion of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto is required in connection with the reallocation contemplated by this Section 2.

SECTION 3. Conditions. The amendments to the Credit Agreement contained in Section 1 of this Amendment and the increase and reallocation of the Commitments contained in Section 2 of this Amendment shall be effective upon the satisfaction of each of the conditions set forth in this Section 3 (the date such conditions are satisfied, the "Second Amendment Effective Date").

3.1 Execution and Delivery. Each Credit Party, the Lenders (or at least the required percentage thereof), and the Administrative Agent shall have executed and delivered this Amendment.

3.2 Antero Resources Credit Agreement Twelfth Amendment. The Antero Resources Credit Agreement Twelfth Amendment shall have been fully executed and be in effect.

3.3 No Default. No Default shall have occurred and be continuing or shall result from the effectiveness of this

Amendment.

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. 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:

4.1 Reaffirmation of Representations and Warranties/Further Assurances. 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

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

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in all material respects as of the date hereof (except to the extent such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date).

4.2 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 court or agency of government and do not violate or constitute a default under any provision of any applicable law or other agreements binding upon any 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.

4.3 Enforceability. This Amendment constitutes the valid and binding obligation of the 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.

4.4 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 5. Miscellaneous.

5.1 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. The 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.

5.2 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.

5.3 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.

5.4 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

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

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electronic mail shall be effective as delivery of manually executed counterparts of this Amendment.

5.5 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.

5.6 **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.

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

5.8 **Loan Document.** This Amendment shall constitute a Loan Document for all purposes and in all respects.

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

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

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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 MIDSTREAM LLC (formerly known as Antero Resources Midstream Operating LLC)

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

GUARANTOR:

ANTERO RESOURCES CORPORATION

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

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

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

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

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

WELLS FARGO BANK, N.A.,
as Syndication Agent and a Lender

By: /s/ Jonathan Herrick
Name: Jonathan Herrick
Title: Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

MUFG UNION BANK, N.A., f/k/a UNION BANK, N.A.,
as Co-Documentation Agent and a Lender

By: /s/ Lara Sorokolit
Name: Lara Sorokolit
Title: Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

CITIBANK, N.A.,
as a Lender

By: /s/ Gabe Juarez
Name: Gabe Juarez
Title: Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

BARCLAYS BANK PLC,
as a Lender

By: /s/ Vanessa A. Kurbatskiy
Name: Vanessa A. Kurbatskiy
Title: Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Victor Ponce de León
Name: Victor Ponce de León
Title: Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

TORONTO DOMINION (NEW YORK) LLC,
as a Lender

By: /s/ Masood Tikree
Name: Masood Tikree
Title: Authorized Signatory

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

COMERICA BANK,
as a Lender

By: /s/ Devin S. Eaton
Name: Devin S. Eaton
Title: Relationship Manager

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

BMO HARRIS BANK N.A.,
as a Lender

By: /s/ Melissa Guzmann
Name: Melissa Guzmann
Title: Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Daniel K. Hansen
Name: Daniel K. Hansen
Title: Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as a Lender

By: /s/ Michael Spaight
Name: Michael Spaight
Title: Authorized Signatory

By: /s/ Lingzi Huang
Name: Lingzi Huang
Title: Authorized Signatory

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ Terry Donovan
Name: Terry Donovan
Title: Managing Director

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ James Giordano
Name: James Giordano
Title: Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

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

By: /s/ Daria Mahoney
Name: Daria Mahoney
Title: Authorized Signatory

By: /s/ William M. Reid
Name: William M. Reid
Title: Authorized Signatory

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ George E. McKean
Name: George E. McKean
Title: Senior Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

ABN AMRO CAPITAL USA LLC,
as a Lender

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

By: /s/ Darrell Holley

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

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PNC BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Jonathan Luchansky
Name: Jonathan Luchansky
Title: Assistant Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ James D. Weinstein
Name: James D. Weinstein
Title: Managing Director

ANTERO MIDSTREAM LLC
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FIFTH THIRD BANK,
as a Lender

By: /s/ Richard Butler
Name: Richard Butler
Title: Senior Vice President

ANTERO MIDSTREAM LLC
SECOND AMENDMENT TO CREDIT AGREEMENT

SIGNATURE PAGE

GUARANTY BANK AND TRUST COMPANY,
as a Lender

By: /s/ Gail J. Nofsinger
Name: Gail J. Nofsinger
Title: Senior Vice President

ANTERO MIDSTREAM LLC
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SCHEDULE 1.01

Applicable Percentages and Commitment

Lender	Applicable Percentage	Commitment

JPMorgan Chase Bank, N.A.	8.00000 %	\$ 32,000,000.00
Wells Fargo Bank, N.A.	8.00000 %	\$ 32,000,000.00
Credit Agricole Corporate and Investment Bank	6.75000 %	\$ 27,000,000.00
MUFG Union Bank, N.A.	6.75000 %	\$ 27,000,000.00
Citibank, N.A.	6.75000 %	\$ 27,000,000.00
Barclays Bank PLC	6.75000 %	\$ 27,000,000.00
Capital One, National Association	6.81000 %	\$ 27,240,000.00
Toronto Dominion (New York) LLC	4.42500 %	\$ 17,700,000.00
Comerica Bank	4.42500 %	\$ 17,700,000.00
BMO Harris Bank N.A.	4.42500 %	\$ 17,700,000.00
U.S. Bank National Association	4.42500 %	\$ 17,700,000.00
Credit Suisse AG, Cayman Islands Branch	4.42500 %	\$ 17,700,000.00
The Bank of Nova Scotia	4.42500 %	\$ 17,700,000.00
Branch Banking and Trust Company	3.30000 %	\$ 13,200,000.00
Canadian Imperial Bank of Commerce, New York Branch	3.36000 %	\$ 13,440,000.00
KeyBank National Association	3.30000 %	\$ 13,200,000.00
ABN AMRO Capital USA LLC	3.30000 %	\$ 13,200,000.00
PNC Bank, National Association	3.30000 %	\$ 13,200,000.00
Sumitomo Mitsui Banking Corporation	3.30000 %	\$ 13,200,000.00
Fifth Third Bank	3.30000 %	\$ 13,200,000.00
Guaranty Bank and Trust Company	0.48000 %	\$ 1,920,000.00
TOTAL	<u>100.000000000 %</u>	<u>\$ 400,000,000.00</u>

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SCHEDULE 1.01

