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**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): **September 8, 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**

(Former name or former address, if changed since last report.)

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.**

*Credit Agreement Amendment*

On September 8, 2014, Antero Resources Corporation (the "**Company**") entered into a Thirteenth Amendment (the "**Thirteenth 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 "**Credit Agreement**"). The Thirteenth Amendment provides that the borrowing base under the Credit Agreement shall be reduced by \$250 for each \$1,000 in stated principal amount of senior notes issued by any credit party under the Credit Agreement, provided that no such reduction shall be required with respect to up to \$1.0 billion of senior notes issued between September 8, 2014 and the next scheduled redetermination of the borrowing base.

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

*Relationships*

Certain parties to the Thirteenth Amendment, 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 the Company's senior notes. The Banks may, from time to time, engage in transactions with and perform services for the Company in the ordinary course of their business, for which they will receive fees and expenses.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
10.1	Thirteenth Amendment to Fourth Amended and Restated Credit Agreement, dated as of September 8, 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.

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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, Chief Financial Officer and Secretary

Dated: September 10, 2014

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### EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
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**THIRTEENTH AMENDMENT TO FOURTH AMENDED AND RESTATED  
CREDIT AGREEMENT**

This THIRTEENTH AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is made as of September 8, 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 2 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 Additional Definitions.** The following definitions shall be and they hereby are added to Section 1.01 of the Credit Agreement in appropriate alphabetical order:

*"Thirteenth Amendment Effective Date" means September 8, 2014.*

**1.2 Additional Reductions in Borrowing Base.** Section 3.06 of the Credit Agreement, shall be and it hereby is amended and restated in its entirety as follows:

*Unless otherwise waived in writing by the Required Lenders, upon the issuance of any Senior Notes by any Credit Party in accordance with Section 7.01(h) (other than any Permitted Refinancing that extends, refinances, renews, replaces, defeases or refunds existing Senior Notes), the Borrowing Base then in effect shall automatically be reduced by \$250 for each \$1,000 in stated principal amount of such Senior Notes on the date such Senior Notes are issued; provided that no such reduction shall be required with respect*

ANTERO RESOURCES CORPORATION  
THIRTEENTH AMENDMENT TO CREDIT AGREEMENT

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*to any Senior Notes in a stated principal amount of up to \$1,000,000,000 issued from and including the Thirteenth Amendment Effective Date to but excluding the next Scheduled Redetermination of the Borrowing Base.*

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

**2.1 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.

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

**SECTION 3. 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:

**3.1 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).

**3.2 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.

**3.3 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.

**3.4 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.

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

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**SECTION 4. Miscellaneous.**

**4.1 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.

**4.2 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.

**4.3 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.

**4.4 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.

**4.5 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.

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

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

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

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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/ Alvyn A. Schopp

Name: Alvyn A. Schopp

Title: Chief Administrative Officer and Regional Vice President

**GUARANTORS:**

**ANTERO RESOURCES MIDSTREAM LLC**

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

**ANTERO MIDSTREAM LLC**

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

ANTERO RESOURCES CORPORATION  
THIRTEENTH 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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THIRTEENTH AMENDMENT TO CREDIT AGREEMENT

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

By: /s/ Suzanne Ridenhour  
Name: Suzanne Ridenhour  
Title: Director

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

By: /s/ Mark Roche  
Name: Mark Roche  
Title: Managing Director

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

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THIRTEENTH AMENDMENT TO CREDIT AGREEMENT

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**UNION BANK, N.A.,**

as Co-Documentation Agent and a Lender

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

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**CITIBANK, N.A.,**  
as a Lender

By: /s/ Eamon Baqui  
Name: Eamon Baqui  
Title: Vice President

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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/ Masrood Fikree  
Name: Masrood Fikree  
Title: Authorized Signatory

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**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/ Daniel K. Hansen  
Name: Daniel K. Hansen  
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/ Samuel Miller  
Name: Samuel Miller  
Title: Authorized Signatory

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**THE BANK OF NOVA SCOTIA,**  
as a Lender

By: /s/ Alan Dawson  
Name: Alan Dawson  
Title: Director

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**BRANCH BANKING AND TRUST COMPANY,**  
as a Lender

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

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

By: /s/ Richard Antl  
Name: Richard Antl  
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/ John Dravenstott  
Name: John Dravenstott  
Title: Vice President

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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: Executive 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/ Katsuyuki Kobo  
Name: Katsuyuki Kobo  
Title: Managing Director

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**FIFTH THIRD BANK,**  
as a Lender

By: /s/ Justin Crawford  
Name: Justin Crawford  
Title: Director

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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

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