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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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

Date of Report (Date of earliest event reported): **May 9, 2018**

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**ANTERO MIDSTREAM GP LP**

(Exact Name of Registrant as Specified in its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-38075**  
(Commission File Number)

**61-1748605**  
(IRS Employer  
Identification Number)

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

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

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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 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.

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**Item 1.01 Entry Into a Material Definitive Agreement.**

On May 9, 2018, Antero Midstream GP LP (the "AMGP") entered into a senior secured credit facility consisting of a \$12 million credit commitment. The credit facility was entered into by AMGP, as borrower, and Wells Fargo Bank, National Association, as lender (the "Lender"), and is evidenced by a credit agreement dated as of May 9, 2018 (the "Credit Facility"). Pursuant to the Credit Facility, AMGP is entitled to borrow up to \$12 million.

All of AMGP's obligations under the Credit Facility are guaranteed by its current subsidiary, Antero IDR Holdings LLC ("IDR Holdings"), and certain of its future subsidiaries, and secured by a first priority perfected security interest (subject to permitted liens) in certain other assets of AMGP and such subsidiary guarantors.

Loans to AMGP under the Credit Facility are base rate loans. AMGP is required to fully repay any amounts borrowed under the Credit Facility at least once per fiscal quarter following AMGP's receipt of quarterly distributions from its indirect subsidiary, Antero Midstream Partners LP, and AMGP is permitted to repay additional amounts borrowed prior to the maturity date without any premium or penalty.

The Credit Facility contains events of default customary for facilities of this nature, including, but not limited, to: (i) events of default resulting from AMGP's failure or the failure of any credit party to comply with covenants; (ii) the occurrence of a change of control; (iii) the institution of insolvency or similar proceedings against AMGP or any credit party; and (iv) the occurrence of a default under any other material indebtedness AMGP or any guarantor may have. Upon the occurrence and during the continuation of an event of default, subject to the terms and conditions of the Credit Facility, the lenders may declare any outstanding principal balance of the Credit Facility, together with accrued and unpaid interest, to be immediately due and payable and exercise other remedies, including remedies against the collateral, as more particularly specified in the Credit Facility.

The Credit Facility contains various affirmative and negative covenants, including financial reporting requirements and limitations on indebtedness, liens, mergers, consolidations, liquidations and dissolutions, sales of assets, dividends and other restricted payments, investments and transactions with affiliates.

The foregoing summary of the Credit Facility does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Credit Facility, which will be filed as an exhibit to AMGP's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018.

**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 concerning the Credit Facility is incorporated herein by reference.

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

On May 9, 2018, in connection with the entry into the Credit Facility, AMGP, in its capacity as the managing member of IDR Holdings, and members holding a majority of Series B Units of IDR Holdings, entered into Amendment No. 1 to the Limited Liability Company Agreement of IDR Holdings (the "IDR LLC Agreement Amendment"), to, among other things, permit AMGP to pledge its Series A Units of IDR Holdings as collateral under the Credit Facility.

The summary of the IDR LLC Agreement Amendment set forth in this Item 5.03 does not purport to be complete and is qualified by reference to such amendment, a copy of which is being filed as Exhibit 3.1 hereto and is incorporated herein by reference.

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

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
3.1	<a href="#"><u>Amendment No. 1 to the Limited Liability Company Agreement of Antero IDR Holdings LLC, dated as of May 9, 2018.</u></a>

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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 MIDSTREAM GP LP**

By: AMGP GP LLC,  
its general partner

By: /s/ Glen C. Warren, Jr.  
Glen C. Warren, Jr.  
President and Secretary

Dated: May 14, 2018

**AMENDMENT NO. 1 TO  
LIMITED LIABILITY COMPANY AGREEMENT OF  
ANTERO IDR HOLDINGS LLC**

This Amendment No. 1 (this “**Amendment**”) to the Limited Liability Company Agreement of Antero IDR Holdings LLC, a Delaware limited liability company (the “**Company**”), dated as of December 31, 2016 (the “**Agreement**”), is made as of May 9, 2018. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

**WHEREAS**, in accordance with Section 13.4(a) of the Agreement, the Agreement may only be amended with the approval of the Managing Member, subject to approval of Members holding a majority of the Series B Units as required pursuant to Sections 13.4(a)(i) - (iii) of the Agreement; and

**WHEREAS**, by resolutions duly adopted on May 9, 2018, the board of directors of AMGP GP LLC, a Delaware limited liability company and the general partner of the Managing Member (“**AMGP GP**”), acting on behalf of AMGP GP, in its capacity as the general partner of the Managing Member, and in such capacity, on behalf of the Managing Member, approved this Amendment.

**NOW, THEREFORE**, in consideration of the premises herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, constituting the Managing Member and Members holding a majority of the Series B Units, hereby agree to amend the Agreement in accordance with Section 13.4(a) thereof as follows:

Section 1. Amendment.

(a) *Amendment to Section 3.6(a)*. Section 3.6(a) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(a) Authority. Subject to the limitations set forth in this Article 3 and in Article 7, and subject to Section 13.4, the Company, with the approval of the Managing Member, may admit Additional Members to the Company, *provided, however*, that subject only to Section 3.6(b)(i), (ii)(A) and (ii)(B), upon the consummation of an ARMM Credit Agreement Default Transfer, Bank (as defined in the ARMM Credit Agreement, and including, for the avoidance of doubt, any successor or assign of Bank permitted under the terms of the ARMM Credit Agreement), but not any third party transferee of Bank, shall be admitted as an Additional Member to the Company, and the Managing Member shall be deemed to have approved of such admission; and *provided further, however*, that the Company may not: (i) issue additional Series A Units or Series B Units (except for (A) the 20,000 Series B Units authorized but not yet issued as of the Effective Date and (B) any Series B Units issued to ARMM in connection with an Exchange); or (ii) create and issue any Additional Interests.”

(b) *Amendment to Section 3.6(b)*. Section 3.6(b) of the Agreement is hereby amended and restated in its entirety as follows:

“Conditions. An Additional Member shall only be admitted to the Company with all the rights and obligations of a Member if: (i) all applicable conditions of Article 7 are satisfied; and (ii) such Additional Member, if not already a party to this Agreement, shall have executed and delivered to the Company (A) an Addendum Agreement in the form attached hereto as Exhibit C, or such other form as is approved by the Managing Member (an “**Addendum Agreement**”), (B) a duly completed and executed IRS Form W-9 and a duly completed and executed Certification of Non-Foreign Status in the form attached hereto as Exhibit D, and (C) such other documents or instruments as may be required by the Managing Member to effect the admission. Except as otherwise provided in Section 3.6(a), no Transfer of Membership Interests otherwise permitted or required by this Agreement shall be effective, and no Member shall have the right to substitute a transferee as a Member in its place with respect to any Membership Interests acquired by such transferee in any Transfer, if the foregoing conditions are not satisfied.

(c) *Amendment to Section 3.6(d)*. The first sentence of Section 3.6(d) of the Agreement is hereby amended and restated in its entirety as follows:

“Admission of an Additional Member shall become effective on the date the applicable conditions set forth in Section 3.6(b) are satisfied, *provided, however*, upon the consummation of an ARMM Credit Agreement Default Transfer, the date of admission of Bank (as defined in the ARMM Credit Agreement, and including, for the avoidance of doubt, any successor or assign of Bank permitted under the terms of the ARMM Credit Agreement) as an Additional Member shall be the date the conditions set forth in Sections 3.6(b)(i), (ii)(A) and (ii)(B) are satisfied.”

(d) *Amendment to Section 7.2(a)*. Section 7.2(a) of the Agreement is hereby amended to add the following sentence at the end of such paragraph:

“Notwithstanding clause (y) of this Section 7.2(a), but subject to Section 3.6(a) and the other provisions set forth in Article 7, a Transfer of Series A Units may be made at any time pursuant to an ARMM Credit Agreement Default Transfer or an ARMM Credit Agreement Pledge Transfer.”

(e) *Amendment to Exhibit A.* Exhibit A of the Agreement is hereby amended to add the following defined terms:

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“**ARMM Credit Agreement**” means that certain Credit Agreement, dated as of May 9, 2018, by and between ARMM, as borrower and Wells Fargo Bank, National Association, as bank.”

“**ARMM Credit Agreement Default Transfer**” means a Transfer of Series A Units consisting of any collection, receipt, appropriation or realization upon the Collateral by Bank upon and subsequent to the occurrence of an Event of Default (unless such Event of Default has been waived or cured) (as each of “Collateral”, “Bank” and “Event of Default” are defined in the ARMM Credit Agreement, and, in the case of “Bank” including, for the avoidance of doubt, any successor or assign of Bank permitted under the terms of the ARMM Credit Agreement), other than any transfer or disposition of Collateral that would cause the Company to fail to satisfy the private placement safe-harbor in Treasury Regulation § 1.7704-1(h).

“**ARMM Credit Agreement Pledge Transfer**” means a Transfer of Series A Units consisting of any pledge, hypothecation, mortgage or other encumbrance, in each case in favor of Bank pursuant to the terms of any Loan Document (each such term as defined in the ARMM Credit Agreement and, in the case of “Bank” including, for the avoidance of doubt, any successor or assign of Bank permitted under the terms of the ARMM Credit Agreement).

Section 2. Governing Law.

THIS AMENDMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

Section 3. Counterparts.

This Amendment may be executed either directly or by an attorney-in-fact, in any number of counterparts of the signature pages, and may be delivered by means of facsimile or electronic transmission in portable document format, each of which shall be considered an original and all of which shall constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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**IN WITNESS WHEREOF**, this Amendment has been executed as of the date first written above.

**MANAGING MEMBER:**

**ANTERO MIDSTREAM GP LP**

By: AMGP GP LLC,  
its general partner

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

SIGNATURE PAGE TO  
AMENDMENT NO. 1 TO  
LIMITED LIABILITY COMPANY AGREEMENT OF  
ANTERO IDR HOLDINGS LLC

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**MEMBERS HOLDING A MAJORITY OF SERIES B UNITS:**

**PAUL M. RADY**

/s/ Paul M. Rady

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**GLEN C. WARREN, JR.**

/s/ Glen C. Warren, Jr.

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SIGNATURE PAGE TO  
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