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

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. 4)

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**Antero Midstream Corporation**

(Name of Issuer)

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**Common Stock, par value \$0.01 per share**  
(Title of Class of Securities)

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**03676B 102**

(CUSIP Number)

**Glen C. Warren, Jr.  
1615 Wynkoop Street  
Denver, Colorado 80202  
(303) 357-7310**

with a copy to:

**Douglas E. McWilliams  
Scott D. Rubinsky  
Vinson & Elkins L.L.P.  
1001 Fannin Street, Suite 2500  
Houston, Texas 77002  
(713) 758-2222**

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

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**December 8, 2019**

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

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**SCHEDULE 13D**

<b>1</b>	<b>Name of Reporting Person</b> Antero Resources Corporation	
<b>2</b>	<b>Check the Appropriate Box if a Member of a Group</b> (A): <input type="checkbox"/> (B): <input type="checkbox"/>	
<b>3</b>	<b>SEC Use Only</b>	
<b>4</b>	<b>Source of Funds</b> OO	
<b>5</b>	<b>Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)</b> <input type="checkbox"/>	
<b>6</b>	<b>Citizenship or Place of Organization</b> Delaware	
Number of Shares Beneficially Owned by Each Reporting Person with	<b>7</b>	<b>Sole Voting Power</b> 32,042,344
	<b>8</b>	<b>Shared Voting Power</b> 139,042,345(1)
	<b>9</b>	<b>Sole Dispositive Power</b> 32,042,344
	<b>10</b>	<b>Shared Dispositive Power</b> 139,042,345(1)
<b>11</b>	<b>Aggregate Amount Beneficially Owned by Each Reporting Person</b> 139,042,345(1)	
<b>12</b>	<b>Check if the Aggregate Amount in Row (11) Excludes Certain Shares</b> <input type="checkbox"/>	
<b>13</b>	<b>Percent of Class Represented by Amount in Row (11)</b> 28.73%(2)	
<b>14</b>	<b>Type of Reporting Person</b> CO	

(1) Calculated in the manner set forth in Item 5.

(2) Based on 484,042,327 shares of the Issuer's common stock outstanding as of December 16, 2019, after giving effect to the Stock Repurchase and corresponding cancellation, as described in the Explanatory Note.

**Explanatory Note:** On December 8, 2019, Antero Midstream Corporation (the “*Issuer*”) agreed to purchase \$100.0 million worth of its common stock from Antero Resources Corporation (the “*Reporting Person*”) with the number of shares to be sold based on a formulaic pricing mechanism taking into account both historical and future pricing of the Issuer’s common stock (the “*Stock Repurchase*”) pursuant to the Repurchase Agreement, dated December 8, 2019, between the Reporting Person and the Issuer (the “*Repurchase Agreement*”). On December 16, 2019, the Reporting Person sold 19,377,592 shares of the Issuer’s common stock to the Issuer pursuant to the Repurchase Agreement, which shares were thereafter cancelled by the Issuer. The Reporting Person is filing this Amendment No. 4, which amends and supplements the Statement on Schedule 13D filed on March 14, 2019 (as amended by Amendment No. 1 filed on May 24, 2019, as further amended by Amendment No. 2 filed on September 5, 2019 and as further amended by Amendment No. 3 filed on November 12, 2019, the “*Original Schedule 13D*”) with the Securities and Exchange Commission to reflect the sale made by the Reporting Person pursuant to the Stock Repurchase and the corresponding cancellation of shares. The Original Schedule 13D is hereby amended and supplemented by the Reporting Person, as set forth below (as so amended and supplemented, the “*Schedule 13D*”). Unless set forth below, all previous Items of the Original Schedule 13D are unchanged. Capitalized terms used herein that are not defined herein have the meanings set forth in the Original Schedule 13D. Each ownership percentage set forth herein is based on 484,042,327 shares of the Issuer’s common stock outstanding as of December 16, 2019, after giving effect to the Stock Repurchase and cancellation described above.

**Item 2. Identity and Background**

This Item 2(c) shall be deemed to amend and restate Item 2(c) to the Original Schedule 13D in its entirety:

(c) The principal business of the Reporting Person is the exploitation, development and acquisition of natural gas, natural gas liquids and oil properties located in the Appalachian Basin in West Virginia, Ohio and Pennsylvania. The name, business address, present principal occupation and citizenship of each director and executive officer of Antero are set forth on Schedule A to this Schedule 13D (the “*Scheduled Persons*”), which is incorporated herein by reference. Unless otherwise indicated, the present principal occupation of each person is with Antero.

**Item 5. Interest in Securities of the Issuer**

This Item 5 shall be deemed to amend and restate Item 5 to the Original Schedule 13D in its entirety:

(a) — (b) The Reporting Person is the record owner of 32,042,344 shares of the Issuer’s common stock, representing 6.62% of the outstanding shares of the Issuer’s common stock. Antero Subsidiary Holdings LLC (“*AR Sub*”), a Delaware limited liability company and wholly owned subsidiary of the Reporting Person, is the record owner of 107,000,001 shares of the Issuer’s common stock, representing 22.11% of the outstanding shares of the Issuer’s common stock. Because AR Sub is a party to the Stockholders’ Agreement (as defined below), AR Sub may be deemed to beneficially own all shares of the Issuer’s common stock owned by the parties to the Stockholders’ Agreement. The parties to the Stockholders’ Agreement, including AR Sub, collectively own 156,471,715 shares of the Issuer’s common stock, representing 32.33% of the outstanding shares of the Issuer’s common stock. Because the Reporting Person is the sole member of AR Sub, it may be deemed to beneficially own the shares of the Issuer’s common stock beneficially owned by AR Sub based on its relationship with AR Sub. The Reporting Person disclaims beneficial ownership of these shares except to the extent of its pecuniary interest therein. The parties to the Stockholders’ Agreement have filed separate Schedules 13D with respect to their interests.

(c) On December 8, 2019, the Issuer agreed to purchase \$100.0 million worth of its common stock from the Reporting Person with the number of shares to be sold based on a formulaic pricing mechanism taking into account both historical and future pricing of the Issuer’s common stock pursuant to the Repurchase Agreement. On December 16, 2019, the Reporting Person sold 19,377,592 shares of the Issuer’s common stock to the Issuer pursuant to the Repurchase Agreement at a price of \$5.1606 per share, which shares were thereafter cancelled by the Issuer. Except as described in this Schedule 13D, the Reporting Person has not effected any transactions in the shares of the Issuer’s common stock since the filing of the Original Schedule 13D.

(d) Not applicable.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer**

Item 6 of the Original 13D is supplemented as follows:

***Repurchase Agreement***

On December 8, 2019, the Reporting Person and the Issuer entered into the Repurchase Agreement, pursuant to which the Issuer agreed to purchase \$100.0 million worth of its common stock from the Reporting Person with the number of shares to be sold based on a formulaic pricing mechanism taking into account both historical and future pricing of the Issuer's common stock; provided that the minimum number of shares could not be less than approximately 16.7 million shares and the maximum number of shares could not exceed 25.0 million shares. On December 16, 2019, the Reporting Person sold 19,377,592 shares of the Issuer's common stock to the Issuer pursuant to the Repurchase Agreement, which shares were thereafter cancelled by the Issuer.

**Item 7. Material to be Filed as Exhibits**

Item 7 of the Original 13D is supplemented as follows:

Exhibit 4 Repurchase Agreement, dated December 8, 2019, between Antero Midstream Corporation and Antero Resources Corporation.

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: December 16, 2019

**ANTERO RESOURCES CORPORATION**

By: /s/ Alvyn A. Schopp

Name: Alvyn A. Schopp

Title: Chief Administrative Officer, Regional Senior Vice President and Treasurer

[ANTERO RESOURCES CORPORATION – Schedule 13D]

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**SCHEDULE A****Directors and Executive Officers of Antero Resources Corporation**

<b>Name and Position</b>	<b>Principal Occupation or Employment Name and Position and Principal Business Address</b>	<b>Citizenship</b>
W. Howard Keenan, Jr., Director	Member Yorktown Partners LLC 410 Park Avenue, 19th Floor New York, New York 10022	United States
Robert J. Clark, Director	Chairman and Chief Executive Officer 3 Bear Energy, LLC 1512 Larimer Street, Suite 540 Denver, Colorado 80202	United States
Joyce McConnell, Director	President Colorado State University c/o Antero Resources Corporation 1615 Wynkoop Street Denver, Colorado 80202	United States
Paul J. Korus, Director	Retired c/o Antero Resources Corporation 1615 Wynkoop Street Denver, Colorado 80202	United States
Benjamin A. Hardesty, Director	Owner Alta Energy LLC c/o Antero Resources Corporation 1615 Wynkoop Street Denver, Colorado 80202	United States
Vicky Sutil, Director	Strategic Planning Officer SK E&P Company c/o Antero Resources Corporation 1615 Wynkoop Street Denver, Colorado 80202	United States
Thomas B. Tyree, Jr., Director	Chairman Northwoods Energy LLC c/o Antero Resources Corporation 1615 Wynkoop Street Denver, Colorado 80202	United States
Paul M. Rady, Chairman and Chief Executive Officer	1615 Wynkoop Street Denver, Colorado 80202	United States
Glen C. Warren, Jr., Director, President, Chief Financial Officer and Secretary	1615 Wynkoop Street Denver, Colorado 80202	United States
Michael N. Kennedy, Senior Vice President—Finance	1615 Wynkoop Street Denver, Colorado 80202	United States

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<b>Name and Position</b>	<b>Principal Occupation or Employment Name and Position and Principal Business Address</b>	<b>Citizenship</b>
Alvyn A. Schopp, Chief Administration Officer, Regional Senior Vice President and Treasurer	1615 Wynkoop Street Denver, Colorado 80202	United States
W. Patrick Ash, Senior Vice President—Reserves, Planning and Midstream	1615 Wynkoop Street Denver, Colorado 80202	United States

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**REPURCHASE AGREEMENT**  
**BETWEEN**  
**ANTERO MIDSTREAM CORPORATION**  
**AND**  
**ANTERO RESOURCES CORPORATION**

**December 8, 2019**

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## Repurchase Agreement

December 8, 2019

Ladies and Gentlemen:

*Introductory.* Antero Midstream Corporation, a Delaware corporation (the “**Company**”), proposes to repurchase (the “**Repurchase**”) from Antero Resources Corporation (the “**Stockholder**”) on the Closing Date (as defined below) shares of the Company’s common stock, par value \$0.01 per share (“**Common Stock**”), subject to the terms and conditions set forth herein.

The Company hereby confirms its agreements with the Stockholder as follows:

Section 1. *Purchase, Sale and Delivery of the Subject Shares.*

(a) *The Subject Shares.* Upon the terms and subject to the conditions set forth herein, the Company agrees to repurchase from the Stockholder, and the Stockholder agrees to sell to the Company, a number of shares of Common Stock equal to the quotient of \$100.0 million divided by the Repurchase Price (as defined below), rounded up to the nearest whole number (such shares, the “**Subject Shares**”). As used herein, “**Repurchase Price**” shall equal the volume-weighted average price per share of Common Stock on the New York Stock Exchange, subject to appropriate and equitable adjustment for any stock splits, reverse splits, stock dividends or similar events affecting Common Stock, as reported by Bloomberg L.P., or, if not reported therein, in another authoritative source mutually selected by the Company and the Stockholder, as determined during the period set forth on Schedule 1 hereto; *provided*, that, after determining the Repurchase Price, to the extent the number of Subject Shares would otherwise exceed 25,000,000, the number of Subject Shares shall be 25,000,000, and to the extent the number of Subject Shares would otherwise be less than 16,666,667, the number of Subject Shares shall be 16,666,667, in each case subject to appropriate and equitable adjustment for any stock splits, reverse splits, stock dividends or similar events affecting Common Stock.

(b) *The Closing Date.* Payment for the Subject Shares shall be made to the Stockholder in Federal or other funds immediately available in New York City against delivery of the Subject Shares for the Stockholder’s account of the Company on the first business day following the date the Repurchase Price has been determined, or at such other time and on such other date as the Company and the Stockholder shall mutually agree (the “**Closing Date**”).

(c) *Delivery of the Shares.* The Subject Shares shall be registered in such names and in such denominations as the Company shall request in writing prior to the Closing Date. The Subject Shares shall be delivered to the Company on the Closing Date for the account of the Company.

Section 2. *Conditions of the Obligations of the Company.* The obligations of the Stockholder to deliver the Subject Shares and of the Company to repurchase and pay for the Subject Shares, in each case as provided, shall be subject to the timely performance by the Stockholder and the Company of each of their respective covenants and other obligations hereunder.

If the conditions specified in this Section 2 are not satisfied when and as required to be satisfied, this Agreement may be terminated by the Stockholder (so long as it is not in breach of its obligations pursuant to this Agreement) by notice to the Company or by the Company (so long as it is not in breach of its obligations pursuant to this Agreement) by notice to the Stockholder at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 6 shall at all times be effective and shall survive such termination.

Section 3. *Notices*. All communications hereunder shall be in writing and shall be mailed, hand delivered, facsimiled or e-mailed and confirmed to the parties hereto as follows:

If to the Company:

Antero Midstream Corporation  
1615 Wynkoop Street  
Denver, Colorado 80202  
Attention: General Counsel  
E-mail: yschultz@anteroresources.com

If to the Stockholder:

Antero Resources Corporation  
1615 Wynkoop Street  
Denver, Colorado 80202  
Attention: General Counsel  
E-mail: yschultz@anteroresources.com

Any party hereto may change the address for receipt of communications by giving written notice to the others.

Section 4. *Successors*. This Agreement will inure to the benefit of and be binding upon the parties hereto, and in each case their respective successors, and no other person will have any right or obligation hereunder. The term "successors" shall not include any purchaser of Common Stock from the Stockholder merely by reason of such purchase.

Section 5. *Partial Unenforceability*. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

Section 6. *Governing Law Provisions*. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE. The Company and the Stockholder hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 7. *General Provisions*. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ANTERO MIDSTREAM CORPORATION

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

ANTERO RESOURCES CORPORATION

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

*Signature Page to Repurchase Agreement*

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