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): August 14, 2025

ANTERO MIDSTREAM CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**001-38075**	**61-1748605**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to section 12(b) of the Act:

Title of each class	**Trading symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.01 Per Share	AM	New York Stock Exchange

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

Emerging growth company ¨

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 14, 2025, Antero Midstream Corporation ("Antero Midstream") and Antero Resources Corporation ("Antero Resources") announced that, effective today, Michael N. Kennedy will serve as Chief Executive Officer and President of Antero Midstream and Antero Resources, and serve on each company's Board of Directors. In connection with his promotion, Mr. Kennedy will cease to be Chief Financial Officer of Antero Resources and SVP—Finance of Midstream and Antero Resources. Mr. Kennedy's promotion comes in connection with the announcement that Paul M. Rady will transition from his roles as Chief Executive Officer and President and as a member and Chairman of the Board of Directors of Antero Midstream and Antero Resources to his roles as Chairman Emeritus of each company to focus on his family, health and philanthropy. Mr. Rady's transition to the Chairman Emeritus role is not the result of any disagreement with Antero Midstream or Antero Resources.

Mr. Kennedy has served as Chief Financial Officer of Antero Resources since 2021 and SVP—Finance of Antero Resources and Antero Midstream since 2016. Mr. Kennedy also served as Chief Financial Officer of Antero Midstream and its predecessors from 2016 to 2021. Mr. Kennedy has been a member of the Board of Directors of Antero Midstream since 2021. Prior to joining Antero, Mr. Kennedy spent 12 years at Forest Oil Corporation, where he held various positions, including Executive Vice President and Chief Financial Officer from 2009 to 2013. From 1996 to 2001, Mr. Kennedy was an auditor with Arthur Andersen focusing on the Natural Resources Industry. Mr. Kennedy holds a B.S in Accounting from the University of Colorado at Boulder.

In connection with Mr. Kennedy's promotion and Mr. Rady's transition to Chairman Emeritus, Antero Midstream announced new responsibilities for certain members of its Board of Directors and management team:

Antero Midstream is separating the roles of Chairman of the Board and Chief Executive Officer. David H. Keyte, the lead independent director of Antero Midstream, will serve as Chairman of the Board of Antero Midstream. Mr. Keyte has served on the Board of Directors of Antero Midstream since 2019. Mr. Keyte also served as Chairman and Chief Executive Officer of Caerus Oil and Gas LLC from 2009 until its sale in 2024. Prior to that, Mr. Keyte held senior executive positions at Forest Oil Corporation from 1995 until 2009, including the positions of Chief Financial Officer and Chief Accounting Officer. Mr. Keyte also served on the board of Regal Entertainment Group, a publicly held movie exhibition company, from 2006 until the company was sold in 2018. Mr. Keyte holds a B.S. degree in Economics from the University of Pennsylvania's Wharton School of Finance.

In connection with Mr. Rady's departure from the Board of Directors of Antero Midstream, Yvette K. Schultz will join the Board of Directors of Antero Midstream pursuant to Antero Resources' contractual right to designate certain members of Antero Midstream's Board of Directors. Ms. Schultz, 43, has served as Chief Compliance Officer and SVP—Legal of Antero Midstream and Antero Resources since January 2022, and as General Counsel of the companies since January 2017. Ms. Schultz has also served as Corporate Secretary of the companies since April 2021. Ms. Schultz was previously the companies' Director of Legal from 2015 to 2017. Prior to joining Antero, Ms. Schultz was an attorney at Vinson & Elkins L.L.P. from 2008 to 2012 and at Latham & Watkins LLP from 2012 to 2015. Ms. Schultz holds a B.S. in Computer Science and a Masters degree in Business Administration from the University of South Dakota, and a J.D. and B.C.L. from the Paul M. Herbert Law Center at Louisiana State University. Ms. Schultz's significant energy industry experience and substantial knowledge of Antero Midstream's assets and operations make her well-suited to serve as a member of Antero Midstream's Board of Directors.

Justin J. Agnew, currently Vice President—Finance & Investor Relations of Antero Midstream, will serve as Chief Financial Officer of Antero Midstream and will continue to serve as its Vice President—Finance & Investor Relations. Mr. Agnew, 37, has held roles of increasing responsibility at Antero since joining the company in 2014. Prior to joining Antero, Mr. Agnew worked in equity research at Robert W. Baird & Co. and spent time at M&I Bank (now a subsidiary of BMO). Mr. Agnew earned Bachelor of Science degrees in both Finance and Economics from Arizona State University.

Brendan E. Krueger, currently Chief Financial Officer of Antero Midstream and Vice President—Finance and Treasurer of Antero Resources, will serve as Chief Financial Officer of Antero Resources and Senior Vice President—Finance and Treasurer of Antero Resources and Antero Midstream, and will cease to be Chief Financial Officer of Antero Midstream.

The management and board transitions described herein will be effective as of August 14, 2025.

In connection with Mr. Rady's transition to Chairman Emeritus, Antero Midstream and Antero Resources entered into a Chairman Emeritus Agreement (the "Emeritus Agreement") with Mr. Rady, pursuant to which Mr. Rady will transition from his current roles as President and Chief Executive Officer and member and Chairman of the Board of Directors. Pursuant to the Emeritus Agreement, Mr. Rady will serve as Chairman Emeritus until December 31, 2028, unless the Board extends his term as Chairman Emeritus beyond such date. As Chairman Emeritus, Mr. Rady will be entitled to receive an annual salary of $50,000, will continue to vest in outstanding equity awards pursuant to their terms, will be eligible to participate in company benefit plans and will be eligible to participate in any company severance plan that may be adopted during his term as Chairman Emeritus. Mr. Rady will also be entitled to a pro-rated portion of his 2025 annual incentive bonus. The foregoing summary of the Emeritus Agreement is qualified in its entirety by the Emeritus Agreement, a copy of which is filed as Exhibit 10.1 with this Current Report on Form 8-K and is incorporated herein by reference.

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

On August 14, 2025, the Board of Directors of Antero Midstream amended and restated its bylaws (as amended and restated, the "Second A&R Bylaws") to outline the responsibilities of the Chairman of the Board, Chairman Emeritus and Chief Executive Officer roles in new Sections 3.14 and 3.15 and revised Section 5.4, and to remove the Chairman of the Board from the list of required officers of the company in Section 5.3.

The foregoing summary and description of the provisions of the Second A&R Bylaws does not purport to be complete and is qualified in its entirety by reference to the full text of the Second A&R Bylaws, a copy of which is filed as Exhibit 3.1 with this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01 Regulation FD

On August 14, 2025, Antero Midstream and Antero Resources issued two joint press releases announcing certain management and board transitions. Copies of the press releases are furnished as Exhibit 99.1 and Exhibit 99.2 hereto and are incorporated by reference herein.

In accordance with General Instruction B.2 of Form 8-K, the information furnished in this Item 7.01 (including the exhibits) is deemed to be "furnished" and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
3.1	Second Amended and Restated Bylaws of Antero Midstream Corporation, dated August 14, 2025.
10.1	Chairman Emeritus Agreement, by and between Antero Resources Corporation, Antero Midstream Corporation and Paul Rady, dated August 14, 2025.
99.1	Press release dated August 14, 2025.
99.2	Press release dated August 14, 2025.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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 CORPORATION

By: /s/ Justin J. Agnew
Justin J. Agnew
Chief Financial Officer and Vice President—Finance & Investor Relations

Dated: August 14, 2025

Exhibit 3.1

SECOND AMENDED AND RESTATED BYLAWS

OF

ANTERO MIDSTREAM CORPORATION

Incorporated under the Laws of the State of Delaware

Date of Adoption: August 14, 2025

ARTICLE I
OFFICES AND RECORDS

SECTION 1.1. Registered Office. The registered office of the Corporation in the State of Delaware shall be located at 1209 Orange Street, City of Wilmington, County of New Castle, and the name of the Corporation's registered agent at such address is The Corporation Trust Company. The registered office and registered agent of the Corporation may be changed from time to time by the board of directors of the Corporation (the "Board") in the manner provided by law.

SECTION 1.2. Other Offices. The Corporation may have such other offices, either within or without the State of Delaware, as the Board may designate or as the business of the Corporation may from time to time require.

SECTION 1.3. Books and Records. The books and records of the Corporation may be kept outside the State of Delaware at such place or places as may from time to time be designated by the Board.

ARTICLE II
STOCKHOLDERS

SECTION 2.1. Annual Meeting. If required by applicable law, an annual meeting of the stockholders of the Corporation shall be held at such date, time and place, if any, either within or without the State of Delaware, and time as may be fixed by resolution of the Board. Any other proper business may be transacted at the annual meeting. The Board may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

SECTION 2.2. Special Meeting. Special meetings of stockholders of the Corporation may be called only by the Chief Executive Officer, the Chairman of the Board or the Board pursuant to a resolution adopted by a majority of the total number of directors which the Corporation would have if there were no vacancies. The Board may postpone, reschedule or cancel any special meeting of the stockholders previously scheduled by the Board.

SECTION 2.3. Record Date.

(A) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same date or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(B) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

(C) Unless otherwise restricted by the Certificate of Incorporation of the Corporation, as it may be amended from time to time (the "Certificate of Incorporation"), in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board, (1) when no prior action of the Board is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (2) if prior action by the Board is required by law, the record date for such purpose shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

SECTION 2.4. Stockholder List. The Corporation shall prepare, no later than the tenth day before every meeting of stockholders, a complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in the name of such stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days ending on the day before the meeting date, either on a reasonably accessible electronic network (*provided* that the information required to gain access to the list is provided with the notice of the meeting) or during ordinary business hours at the principal place of business of the Corporation. Except as otherwise provided by law, the stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled by this section to examine the list required by this section or to vote in person or by proxy at any meeting of the stockholders.

SECTION 2.5. Place of Meeting. The Board, the Chairman of the Board or the Chief Executive Officer, as the case may be, may designate the place of meeting for any annual meeting or for any special meeting of the stockholders called by the Board, the Chairman of the Board or the Chief Executive Officer. If no designation is so made, the place of meeting shall be the principal executive offices of the Corporation. The Board, acting in its sole discretion, may establish guidelines and procedures in accordance with applicable provisions of the Delaware General Corporation Law and any other applicable law for the participation by stockholders and proxyholders in a meeting of stockholders by means of remote communications, and may determine that any meeting of stockholders will not be held at any place but will be held solely by means of remote communication. Stockholders and proxyholders complying with such procedures and guidelines and otherwise entitled to vote at a meeting of stockholders shall be deemed present in person and entitled to vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication.

SECTION 2.6. Notice of Meeting. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, notice of any meeting of stockholders specifying the information set forth in the following sentence or as otherwise required by applicable law shall be given not less than 10 days nor more than 60 days before the date of the meeting, in a manner pursuant to Section 7.7 hereof, to each stockholder of record entitled to vote at such meeting. The notice shall specify (1) the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting), (2) the place, if any, date and time of such meeting, (3) the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, (4) in the case of a special meeting, the purpose or purposes for which such meeting is called and (5) such other information as may be required by law or as may be deemed appropriate by the Board, the Chairman of the Board, the Chief Executive Officer or the Corporate Secretary of the Corporation. If the stockholder list referred to in Section 2.4 of these Bylaws is made accessible on an electronic network, the notice of meeting must indicate how the stockholder list can be accessed. If the meeting of stockholders is to be held solely by means of remote communications, the notice of meeting must provide the information required to access such stockholder list during the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid, addressed to the stockholder at his address as it appears on the stock transfer books of the Corporation. The Corporation may provide stockholders with notice of a meeting by electronic transmission provided such stockholders have consented to receiving electronic notice in accordance with the Delaware General Corporation Law. Such further notice shall be given as may be required by law. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the notice of meeting. Meetings may be held without notice if all stockholders entitled to vote are present (and do not object, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened), or if notice is waived by those not present in accordance with Section 7.4 of these Bylaws.

SECTION 2.7. Quorum and Adjournment of Meetings.

(A) Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority in voting power of the outstanding shares of stock of the Corporation entitled to vote at the meeting (the "Voting Stock"), represented in person or by proxy, shall constitute a quorum at a meeting of stockholders, except that when specified business is to be voted on by a class or series of stock voting as a class, the holders of a majority of the voting power of the outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. The chairman of the meeting or a majority of the shares so represented may adjourn the meeting from time to time, whether or not there is such a quorum.

(B) Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication), and notice need not be given of any such adjourned meeting if the time and place, if any, thereof and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are (i) announced at the meeting at which the adjournment is taken, (ii) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxyholders to participate in the meeting by means of remote communication, or (iii) set forth in the notice of meeting given in accordance with Section 2.6. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. The stockholders present at a duly called meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 2.8. Proxies. At all meetings of stockholders, a stockholder may vote by proxy executed in writing (or in such other manner prescribed by the Delaware General Corporation Law) by the stockholder, or by his duly authorized attorney-in-fact. Any copy, facsimile transmission or other reliable reproduction of the writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, *provided* that such copy, facsimile transmission or other reproduction must be a complete reproduction of the entire original writing or transmission. No proxy may be voted or acted upon after the expiration of three (3) years from the date of such proxy, unless such proxy provides for a longer period. Every proxy is revocable at the pleasure of the stockholder executing it unless the proxy states that it is irrevocable and applicable law makes it irrevocable. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by filing another duly executed proxy bearing a later date with the Corporate Secretary of the Corporation.

SECTION 2.9. Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders at an annual meeting of stockholders may be made only (a) pursuant to the Corporation's notice of meeting (or any supplement thereto), (b) by or at the direction of the Board or any committee thereof, (c) by any stockholder of the Corporation who (i) was a stockholder of record at the time of giving of notice provided for in these Bylaws and at the time of the annual meeting, (ii) is entitled to vote at the meeting and (iii) complies with the notice procedures set forth in these Bylaws as to such business or nomination, or (d) by stockholders of the Corporation who are parties to the Stockholders' Agreement (as defined below), pursuant to the terms of the Stockholders' Agreement, among the Corporation and certain of its stockholders, dated as of October 9, 2018 (as it may be amended from time to time, the "Stockholders' Agreement"); clauses (1)(c) and (1)(d) of this Section 2.9(A) shall be the exclusive means for a stockholder to make nominations or submit other business (other than matters properly brought in compliance with the requirements of these Bylaws and under Rule 14a-8 or Rule 14a-19 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and included in the Corporation's notice of meeting, proxy statement, and proxy card pursuant thereto) before an annual meeting of the stockholders.

(2) For any nominations or any other business to be properly brought before an annual meeting by a stockholder pursuant to Section 2.9(A)(1)(c) of these Bylaws, the stockholder must have given timely notice thereof in writing to the Corporate Secretary and such other business must otherwise be a proper matter for stockholder action under the Delaware General Corporation Law. To be timely, a stockholder's notice shall be delivered to the Corporate Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual meeting; *provided*, *however*, that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to the date of such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or, if the first public announcement of the date of such annual meeting is less than 100 days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above. To be in proper form, a stockholder's notice required to be given pursuant to these Bylaws (whether given pursuant to this Section 2.9(A)(2) or Section 2.9(B)) to the Corporate Secretary must:

(a) set forth, as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, if any, (ii) (A) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by such stockholder and such beneficial owner, (B) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of stock of the Corporation or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by such stockholder and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (C) a description of any proxy, contract, arrangement, understanding or relationship pursuant to which such stockholder has a right to vote any shares of any security of the Corporation, (D) any short interest in any security of the Corporation (for purposes of these Bylaws a person shall be deemed to have a "short interest" in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (E) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder that are separated or separable from the underlying shares of the Corporation, (F) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (G) any performance-related fees (other than an asset-based fee) that such stockholder is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, including without limitation any such interests held by members of such stockholder's immediate family sharing the same household (which information shall be supplemented by such stockholder and beneficial owner, if any, not later than 10 days after the record date for the meeting to disclose such ownership as of the record date), (iii) any other information relating to such stockholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (iv) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting, and (v) a representation as to whether such stockholder or any such beneficial owner intends or is part of a group that intends to (x) deliver a proxy statement or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding stock required to approve or adopt the proposal or to elect each such nominee or (y) otherwise to solicit proxies from stockholders in support of such proposal or nomination. If requested by the Corporation, the information required under clauses (a)(i) and (ii) of the preceding sentence of this Section 2.9(A)(2) shall be supplemented by such stockholder and any such beneficial owner not later than 10 days after the record date for notice of the meeting to disclose such information as of such record date;

(b) if the notice relates to any business other than a nomination of a director or directors that the stockholder proposes to bring before the meeting, set forth (i) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Certificate of Incorporation or the bylaws of the Corporation, the language of the proposed amendment) and any material interest of such stockholder and beneficial owner, if any, in such business and (ii) a description of all agreements, arrangements and understandings between such stockholder and beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such stockholder;

(c) set forth, as to each person, if any, whom the stockholder proposes to nominate for election or reelection to the Board (i) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the Corporation's proxy statement as a nominee and to serving as a director if elected) and (ii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and

(d) with respect to each nominee for election or reelection to the Board, include (i) a completed and signed questionnaire in a form provided by the Corporation (which form the stockholder must request from the Corporate Secretary of the Corporation and which form the Corporation shall provide to the stockholder within 7 days upon receipt of the request), and (ii) a written representation and agreement (which form the stockholder must request from the Corporate Secretary of the Corporation and which form the Corporation shall provide to the stockholder within 7 days upon receipt of the request) that such person (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, (C) if elected as a director of the Corporation, intends to serve a full term and (D) would be in compliance, if elected as a director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(3) Notwithstanding anything in the second sentence of Section 2.9(A)(2) of these Bylaws to the contrary, in the event that the number of directors to be elected to the Board is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board at least 100 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by these Bylaws shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Corporate Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

(4) The foregoing notice requirements of this Section 2.9(A) shall be deemed satisfied by a stockholder with respect to business if such stockholder has notified the Corporation of his or her intention to present a proposal at an annual meeting in compliance with the applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to a notice of meeting (1) by or at the direction of the Board or any committee thereof or (2) *provided*, that the Board has determined that directors shall be elected at such meeting, and subject to the terms of the Stockholders' Agreement in the case of stockholders party thereto, by any stockholder of the Corporation who (a) is a stockholder of record at the time of giving of notice provided for in these Bylaws and at the time of the special meeting, (b) is entitled to vote at the meeting, and (c) complies with the notice procedures set forth in these Bylaws. In the event a special meeting of stockholders is called for the purpose of electing one or more directors to the Board, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by Section 2.9(A)(2) of these Bylaws with respect to any nomination (including the completed and signed questionnaire, representation and agreement required by Section 2.9(A)(2) of these Bylaws) shall be delivered to the Corporate Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day prior to such special meeting and not later than the close of business on the later of the 90th day prior to such special meeting or, if the first public announcement of the date of such special meeting is less than 100 days prior to the date of such special meeting, the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period for the giving of a stockholder's notice as described above.

(C) General.

(1) Subject to the terms of the Stockholders' Agreement and except (a) as otherwise expressly provided in any applicable rule or regulation under the Exchange Act and (b) for director nominees and business proposed by the Board, only such persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible to serve as directors, and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in these Bylaws. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the chairman of the meeting shall have the power and duty to determine whether nominations made pursuant to this Section 2.9 or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nominations made pursuant to this Section 2.9 or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded.

(2) Any stockholder and beneficial owner, if any, or any of their respective affiliates and associates, or others acting in concert therewith, soliciting proxies for the election of directors must use a proxy card color other than white, which shall be reserved for exclusive use by the Corporation.

(3) For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by Dow Jones News Service, the Associated Press, or any other national news service or in a document publicly filed or furnished by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(4) If a stockholder or beneficial owner, if any, or any of their respective affiliates, associates, or others acting in concert therewith intend to solicit proxies in support of any director nominee other than the Corporation's nominees, such person shall, in addition to the requirements of Section 2.9 of these Bylaws:

(a) Deliver to the Corporation, no later than the earlier of the time provided in Section 2.9 of these Bylaws or the time provided in Rule 14a-19 of the Exchange Act, the notice and other information required in Rule 14a-19 of the Exchange Act; and

(b) Deliver to the Corporation, no later than five (5) business days prior to the applicable meeting of stockholders, reasonable evidence that it (including any others acting in concert with it) has met the requirements of Rule 14a-19 of the Exchange Act with respect to such nominees.

(c) Unless otherwise required by law, if any stockholder (1) provides notice pursuant to Rule 14a-19(b) of the Exchange Act and (2) subsequently fails to comply with any requirement of Rule 14a-19 of the Exchange Act or any other rules or regulations thereunder or fails timely to provide the evidence described in the preceding clause (b), then the Corporation shall disregard any proxies or votes solicited for such nominees, and such nominations shall be disregarded.

(5) In addition to the foregoing provisions of these Bylaws, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these Bylaws; *provided*, *however*, that any references in these Bylaws to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to Section 2.9(A)(1)(c) or Section 2.9(B) of these Bylaws. Nothing in these Bylaws shall be deemed to affect any rights (a) of stockholders to request inclusion of proposals in the Corporation's proxy statement or proxy card pursuant to the mandatory provisions of the Exchange Act and the rules and regulations thereunder or (b) of the holders of any series of preferred stock of the Corporation ("Preferred Stock") if and to the extent provided for under law, the Certificate of Incorporation or these Bylaws.

(6) Unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) making a nomination or proposal under this Section 2.9 does not appear at a meeting of stockholders to present such nomination or proposal, the nomination shall be disregarded and the proposed business shall not be transacted, as the case may be, notwithstanding that proxies in favor thereof may have been received by the Corporation. For purposes of this Section 2.9, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

SECTION 2.10. Conduct of Business. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the presiding person of the meeting, may include, without limitation, the following: (A) the establishment of an agenda or order of business for the meeting; (B) rules and procedures for maintaining order at the meeting and the safety of those present; (C) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (D) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (E) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

SECTION 2.11. Procedure for Election of Directors; Required Vote. Subject to the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, at any meeting at which directors are to be elected, so long as a quorum is present, the directors shall be elected by a plurality of the votes validly cast in such election. Unless a different or minimum vote is required by law, the rules and regulations of any stock exchange applicable to the Corporation, the Certificate of Incorporation, these Bylaws, or any law or regulation applicable to the Corporation or its securities, in which case such different or minimum vote shall be the applicable vote on the matter, in all matters other than the election of directors and certain non-binding advisory votes described below, the affirmative vote of the holders of a majority of the voting power of the shares of stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the matter shall be the act of the stockholders. In non-binding advisory matters with more than two possible vote choices, a plurality of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter shall be the recommendation of the stockholders.

Unless otherwise provided in the Certificate of Incorporation, cumulative voting for the election of directors shall be prohibited.

SECTION 2.12. Treasury Stock. The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it or any other corporation, if a majority of shares entitled to vote in the election of directors of such corporation is held, directly or indirectly by the Corporation, and such shares will not be counted for quorum purposes; *provided*, *however*, that the foregoing shall not limit the right of the Corporation or such other corporation, to vote stock of the Corporation held in a fiduciary capacity.

SECTION 2.13. Inspectors of Elections. The Board by resolution may, and when required by law, shall, appoint one or more inspectors, which inspector or inspectors may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives, to act at the meetings of stockholders and make a written report thereof. One or more persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed to act or is able to act at a meeting of stockholders and the appointment of an inspector is required by law, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall have the duties prescribed by law.

SECTION 2.14. Stockholder Action by Written Consent. Subject to the rights of holders of any series of Preferred Stock with respect to such series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be taken at a duly held annual or special meeting of stockholders and may not be taken by any consent in writing of such stockholders.

ARTICLE III
BOARD OF DIRECTORS

SECTION 3.1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board elected in accordance with these Bylaws. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws required to be exercised or done by the stockholders. The directors shall act only as a Board, and the individual directors shall have no power as such.

SECTION 3.2. Number, Tenure and Qualifications. Subject to the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, and subject to the terms of the Stockholders' Agreement, the number of directors shall be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the Board. The election and term of directors shall be as set forth in the Certificate of Incorporation.

SECTION 3.3. Regular Meetings. Subject to Section 3.5, regular meetings of the Board shall be held on such dates, and at such times and places, as are determined from time to time by resolution of the Board.

SECTION 3.4. Special Meetings. Special meetings of the Board shall be called by the Corporate Secretary at the request of the Chairman of the Board, the Chief Executive Officer, or a majority of the Board then in office. The person or persons authorized to call special meetings of the Board may fix the place, if any, and time of the meetings. Any business may be conducted at a special meeting of the Board.

SECTION 3.5. Notice. Notice of any meeting of directors shall be given to each director at his business or residence in writing by hand delivery, first-class or overnight mail or courier service, or facsimile transmission, electronic transmission or orally by telephone. If mailed by first-class mail, such notice shall be deemed adequately delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least five days before such meeting. If by overnight mail or courier service, such notice shall be deemed adequately delivered when the notice is delivered to the overnight mail or courier service company at least 24 hours before such meeting. If by facsimile or electronic transmission, such notice shall be deemed adequately delivered when the notice is transmitted at least 24 hours before such meeting. If by telephone or by hand delivery, the notice shall be given at least 24 hours prior to the time set for the meeting and shall be confirmed by facsimile or electronic transmission that is sent promptly thereafter. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, except for amendments to these Bylaws, as provided under Section 8.1. A meeting may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in accordance with Section 7.4 of these Bylaws.

SECTION 3.6. Action by Consent of Board. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, including by electronic transmission, and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee. Such consent shall have the same force and effect as a unanimous vote at a meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

SECTION 3.7. Conference Telephone Meetings. Members of the Board, or any committee thereof, may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting, except where such person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

SECTION 3.8. Quorum. Subject to Section 3.9, the lowest whole number of directors equal to at least a majority of the Board shall constitute a quorum for the transaction of business, but if at any meeting of the Board there shall be less than a quorum present, a majority of the directors present may adjourn the meeting from time to time without further notice unless (A) the date, time and place, if any, of the adjourned meeting are not announced at the time of adjournment, in which case notice conforming to the requirements of Section 3.5 of these Bylaws shall be given to each director, or (B) the meeting is adjourned for more than 24 hours, in which case the notice referred to in clause (A) shall be given to those directors not present at the announcement of the date, time and place of the adjourned meeting. Subject to the terms of the Stockholders' Agreement, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board. The directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

SECTION 3.9. Vacancies. Subject to the rights of holders of any series of Preferred Stock to elect directors or fill vacancies in respect of such directors pursuant to the Certificate of Incorporation (including any certificate of designation thereunder) and the terms of the Stockholders' Agreement, any newly created directorship that results from an increase in the number of directors or any vacancy on the Board that results from the death, disability, resignation, disqualification or removal of any director or from any other cause shall be filled solely by the affirmative vote of a majority of the total number of directors then in office, even if less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. Any director elected in accordance with the preceding sentence will hold office for the remainder of the full term of the class of directors in which the vacancy occurred or to which the new directorship is apportioned, and until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. No decrease in the number of authorized directors constituting the Board shall shorten the term of any incumbent director.

SECTION 3.10. Removal. Subject to the rights of the holders of shares of any series of Preferred Stock, if any, to remove directors elected by such series of Preferred Stock pursuant to the Certificate of Incorporation (including any certificate of designation thereunder) and the terms of the Stockholders' Agreement, including such terms relating to the removal of directors without cause, any director may be removed only for cause, upon the affirmative vote of the holders of at least a majority of the outstanding shares of stock of the Corporation entitled to vote generally for the election of directors.

SECTION 3.11. Records. The Board shall cause to be kept a record containing the minutes of the proceedings of the meetings of the Board and of the stockholders, appropriate stock books and registers and such books of records and accounts as may be necessary for the proper conduct of the business of the Corporation.

SECTION 3.12. Compensation. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board shall have authority to fix the compensation of directors, including fees and reimbursement of expenses. The Corporation will cause each non-employee director serving on the Board to be reimbursed for all reasonable out-of-pocket costs and expenses incurred by him or her in connection with such service.

SECTION 3.13. Regulations. To the extent consistent with applicable law, the Certificate of Incorporation and these Bylaws, the Board may adopt such rules and regulations for the conduct of meetings of the Board and for the management of the affairs and business of the Corporation as the Board may deem appropriate.

SECTION 3.14. Chairman of the Board. Subject to the terms of the Stockholders' Agreement, the Board may, if it so determines, choose a Chairman of the Board from among its members. The Chief Executive Officer may serve as Chairman of the Board, if so elected by the Board. Among other duties, the Chairman of the Board will assist with, manage or delegate, as appropriate, the following tasks: (i) acting as the principal liaison between the Corporation's independent directors and the Chief Executive Officer, unless the Chief Executive Officer shall also be Chairman of the Board, in which case the lead independent director (if any) shall serve as such liaison; (ii) providing guidance with regard to agendas for meetings of the Board; (iii) presiding at all meetings of the stockholders and of the Board, including executive sessions, but excluding any sessions with only independent directors, which shall be led by the lead independent director (if any) for any period in which the Chairman of the Board is not independent, provided that if the Chief Executive Officer is a member of the Board, the Chief Executive Officer shall preside at meetings of stockholders and of the Board, but not at executive sessions or any sessions with only independent directors; and (iv) addressing any other responsibilities as the Board may designate, from time to time.

SECTION 3.15. Chairman Emeritus. In recognition of distinguished service to the Corporation, a person who has previously served as the Chief Executive Officer or Chairman of the Board of the Corporation may be designated by the Board as Chairman Emeritus, such title to be held for such period of time as may be determined by the Board. The title of Chairman Emeritus shall be honorary in nature. The Chairman Emeritus may be an employee of the Corporation but, as Chairman Emeritus, is not and shall not be deemed to be an officer of the Corporation or a member of the Board, shall owe no duties or obligations to the Corporation (other than duties such individual may have by contract between the Corporation and Chairman Emeritus or, to the extent such individual is an employee of the Corporation, as an employee of the Corporation), and in such capacity as Chairman Emeritus shall have no power to approve or vote upon any matter brought before the Corporation, the Board or any committee thereof or subcommittee of any committee, and shall have no ability to bind the Corporation.

ARTICLE IV
COMMITTEES

SECTION 4.1. Designation; Powers. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman by a majority vote of the members then in attendance in the event the chairman has not been selected by the Board, shall keep regular minutes of its proceedings and report the same to the Board when requested, and shall meet at such times and at such place or places as may be provided by the charter of such committee or by resolution of such committee or resolution of the Board. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and, if a quorum is present, the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution. The Board shall adopt a charter for each committee for which a charter is required by applicable laws, regulations or stock exchange rules, may adopt a charter for any other committee, and may adopt other rules and regulations for the governance of any committee not inconsistent with the provisions of applicable law, the Certificate of Incorporation, these Bylaws or any such charter, and each committee may adopt its own rules and regulations of governance, to the extent not inconsistent with applicable law, the Certificate of Incorporation, these Bylaws or any charter or other rules and regulations adopted by the Board.

SECTION 4.3. Substitution of Members. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of the absent or disqualified member.

ARTICLE V
OFFICERS

SECTION 5.1. Officers. The officers of the Corporation shall be a Chief Executive Officer, a Corporate Secretary, a Treasurer and such other officers as the Board from time to time may deem proper. All officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article V. Such officers shall also have such powers and duties as from time to time may be conferred by the Board or by any committee thereof. The Board or any committee thereof may from time to time elect, or the Chief Executive Officer may appoint, such other officers (including one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers) and such agents, as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in these Bylaws or as may be prescribed by the Board or such committee thereof, or by the Chief Executive Officer, as the case may be.

SECTION 5.2. Election and Term of Office. Subject to the terms of the Stockholders' Agreement, (A) the officers of the Corporation shall be elected or appointed from time to time by the Board or by the Chairman of the Board or the Chief Executive Officer pursuant to Section 5.1 and (B) each officer shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his death or until he shall resign, but any officer may be removed from office at any time by the affirmative vote of a majority of the Board or, except in the case of an officer or agent elected by the Board, by the Chairman of the Board or Chief Executive Officer. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. No elected officer shall have any contractual rights against the Corporation for compensation by virtue of such election beyond the date of the election of his successor, his death, his resignation or his removal, whichever event shall first occur, except as otherwise provided in an employment contract or under an employee deferred compensation plan.

SECTION 5.3. [Reserved]

SECTION 5.4. Chief Executive Officer. The Chief Executive Officer shall be responsible for the general management of the affairs of the Corporation, shall perform all duties incidental to his office which may be required by law and all such other duties as are properly required of him by the Board. The Chief Executive Officer shall act in a general executive capacity and shall oversee the administration and operation of the Corporation's business and general supervision of its policies and affairs. If the Chief Executive Officer is a member of the Board of Directors, he shall preside at all meetings of stockholders and of the Board. The Chief Executive Officer shall have the authority to sign, in the name and on behalf of the Corporation, checks, orders, contracts, leases, notes, drafts and all other documents and instruments in connection with the business of the Corporation.

SECTION 5.5. President. The President, if any, shall have such powers and shall perform such duties as shall be assigned to him by the Board.

SECTION 5.6. Senior Vice Presidents and Vice Presidents. Each Senior Vice President and Vice President, if any, shall have such powers and shall perform such duties as shall be assigned to him by the Board.

SECTION 5.7. Treasurer. The Treasurer shall exercise general supervision over the receipt, custody and disbursement of corporate funds. The Treasurer shall cause the funds of the Corporation to be deposited in such banks as may be authorized by the Board, or in such banks as may be designated as depositaries in the manner provided by resolution of the Board. He shall have such further powers and duties and shall be subject to such directions as may be granted or imposed upon him from time to time by the Board, the Chairman of the Board or the Chief Executive Officer.

SECTION 5.8. Corporate Secretary. The Corporate Secretary shall keep or cause to be kept in one or more books provided for that purpose, the minutes of all meetings of the Board, the committees of the Board and the stockholders; he shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law; he shall be custodian of the records and the seal of the Corporation and affix and attest the seal to all stock certificates of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal; and he shall see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and in general, he shall perform all the duties incident to the office of Corporate Secretary and such other duties as from time to time may be assigned to him by the Board, the Chairman of the Board or the Chief Executive Officer.

SECTION 5.9. Vacancies. A newly created elected office and a vacancy in any elected office because of death, resignation, or removal may be filled by the Board for the unexpired portion of the term at any meeting of the Board. Any vacancy in an office appointed by the Chairman of the Board or the Chief Executive Officer because of death, resignation, or removal may be filled by the Chairman of the Board or the Chief Executive Officer.

SECTION 5.10. Action with Respect to Securities of Other Corporations. Unless otherwise directed by the Board, the Chief Executive Officer shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of or with respect to any action of security holders of any other corporation or entity in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation or entity.

ARTICLE VI
STOCK CERTIFICATES AND TRANSFERS

SECTION 6.1. Stock Certificates and Transfers. The interest of each stockholder of the Corporation shall be evidenced by certificates for shares of stock in such form as the appropriate officers of the Corporation may from time to time prescribe, *provided* that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock may be uncertificated or electronic shares. The shares of the stock of the Corporation shall be entered in the books of the Corporation as they are issued and shall exhibit the holder's name and number of shares. Subject to the provisions of the Certificate of Incorporation, the shares of the stock of the Corporation shall be transferred on the books of the Corporation, which may be maintained by a third-party registrar or transfer agent, by the holder thereof in person or by his attorney, upon surrender for cancellation of certificates for at least the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require or upon receipt of proper transfer instructions from the registered holder of uncertificated shares and upon compliance with appropriate procedures for transferring shares in uncertificated form, at which time the Corporation shall issue a new certificate to the person entitled thereto (if the stock is then represented by certificates), cancel the old certificate and record the transaction upon its books.

Each certificated share of stock shall be signed, countersigned and registered in such manner as the Board may by resolution prescribe, which resolution may permit all or any of the signatures on such certificates to be in facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

SECTION 6.2. Lost, Stolen or Destroyed Certificates. No certificate for shares or uncertificated shares of stock in the Corporation shall be issued in place of any certificate alleged to have been lost, destroyed or stolen, except on production of such evidence of such loss, destruction or theft and on delivery to the Corporation of a bond of indemnity in such amount, upon such terms and secured by such surety, as the Board or any financial officer may in its or his discretion require.

SECTION 6.3. Ownership of Shares. The Corporation shall be entitled to treat the holder of record of any share or shares of stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

SECTION 6.4. Regulations Regarding Certificates. The Board shall have the power and authority, subject to applicable law, to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration or the replacement of certificates for shares of stock of the Corporation. The Corporation may enter into additional agreements with stockholders to restrict the transfer of stock of the Corporation in any manner not prohibited by the Delaware General Corporation Law.

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first day of December of each year or as shall be otherwise determined by resolutions of the Board.

SECTION 7.2. Dividends. Except as otherwise provided by law or the Certificate of Incorporation, the Board may from time to time declare, and the Corporation may pay, dividends on its outstanding shares of stock, which dividends may be paid in either cash, property or shares of stock of the Corporation. A member of the Board, or a member of any committee designated by the Board, shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board, or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, as to the value and amount of the assets, liabilities or net profits of the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

SECTION 7.3. Seal. The corporate seal shall have inscribed thereon the words "Corporate Seal," the year of incorporation and around the margin thereof the words "Antero Midstream Corporation — Delaware."

SECTION 7.4. Waiver of Notice. Whenever any notice is required to be given to any stockholder or director of the Corporation under the provisions of the Delaware General Corporation Law, the Certificate of Incorporation or these Bylaws, a waiver thereof in writing or by electronic transmission, given by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders or the Board or committee thereof need be specified in any waiver of notice of such meeting. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 7.5. Resignations. Any director or any officer, whether elected or appointed, may resign at any time by giving written notice, including by electronic transmission, of such resignation to the Chairman of the Board, the Chief Executive Officer, the President or the Corporate Secretary, and such resignation shall be deemed to be effective as of the close of business on the date said notice is received by the Chairman of the Board, the Chief Executive Officer, the President or the Corporate Secretary, or at such later time as is specified therein. No formal action shall be required of the Board or the stockholders to make any such resignation effective.

SECTION 7.6. Indemnification and Advancement of Expenses. (A) The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer or employee of the Corporation or, while a director, officer or employee of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 7.6(C), the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board.

(B) The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition; *provided*, *however*, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Section 7.6 or otherwise.

(C) If a claim for indemnification under this Section 7.6 (following the final disposition of such proceeding) is not paid in full within sixty days after the Corporation has received a claim therefor by the Covered Person, or if a claim for any advancement of expenses under this Section 7.6 is not paid in full within thirty days after the Corporation has received a statement or statements requesting such amounts to be advanced, the Covered Person shall thereupon (but not before) be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Covered Person shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action, the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

(D) The rights conferred on any Covered Person by this Section 7.6 shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

(E) This Section 7.6 shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

SECTION 7.7. Notices. Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, or by sending such notice by commercial courier service, or by facsimile or other electronic transmission; *provided*, *however*, that notice to stockholders by electronic transmission shall be given in the manner provided in Section 232 of the Delaware General Corporation Law. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at his or her last known address as the same appears on the books of the Corporation. Without limiting the manner by which notice otherwise may be given effectively, notice to any stockholder shall be deemed given: (A) if by facsimile, when directed to a number at which the stockholder has consented to receive notice; (B) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (C) if by posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (1) such posting and (2) the giving of such separate notice; (D) if by any other form of electronic transmission, when directed to the stockholder; and (E) if by mail, when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation.

SECTION 7.8. Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board or a committee thereof.

SECTION 7.9. Time Periods. In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

SECTION 7.10. Reliance Upon Books, Reports and Records. Each director, each member of any committee designated by the Board, and each officer of the Corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the records of the Corporation and upon information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees designated by the Board, or by any other person as to the matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE VIII
AMENDMENTS

SECTION 8.1. Amendments.

(A) Subject to the provisions of the Corporation's Certificate of Incorporation, these Bylaws may be amended, altered or repealed (1) by resolution adopted by a the Board at any special or regular meeting of the Board at which a quorum is present if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting, or by written consent of the Board, or (2) at any regular or special meeting of the stockholders upon the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote in the election of directors, voting together as a single class, if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting.

(B) Notwithstanding the foregoing, Sections 3.9 and 3.10 and this paragraph of Section 8.1 may only be amended, altered or repealed at any regular or special meeting of the stockholders upon the affirmative vote of at least 66⅔% of the voting power of the stock outstanding and entitled to vote in the election of directors, voting together as a single class if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting.

(C) So long as the Stockholders' Agreement remains in effect, the Board shall not approve any amendment, alteration or repeal of any provision of these Bylaws, or the adoption of any new Bylaw, that (x) would be contrary to or inconsistent with the terms of the Stockholders' Agreement or (y) amends, alters or repeals the provisions of this Section 8.1(C). Notwithstanding the foregoing, (1) nothing in these Bylaws shall be deemed to limit the ability of the parties to the Stockholders' Agreement to amend, alter or repeal any provision of the Stockholders' Agreement pursuant to the terms thereof, and no amendment to the Stockholders' Agreement (whether or not such amendment modifies any provision of the Stockholders' Agreement to which these Bylaws are subject) shall be deemed an amendment of these Bylaws for purposes of this Section 8.1, and (2) no amendment, alteration or repeal of Section 7.6 shall adversely affect any right or protection existing under these Bylaws immediately prior to such amendment, alteration or repeal, including any right or protection of a present or former director, officer or employee thereunder in respect of any act or omission occurring prior to the time of such amendment.

Exhibit 10.1

CHAIRMAN EMERITUS AGREEMENT

This Chairman Emeritus Agreement (this "***Agreement***") is entered into as of August 14, 2025 (the "***Effective Date***") by and among Antero Resources Corporation, a Delaware corporation ("***Antero Resources***"), Antero Midstream Corporation, a Delaware corporation ("***Antero Midstream***" and together with Antero Resources, the "***Companies***"), and Paul M. Rady ("***Rady***"). The Companies and Rady are jointly referred to herein as the "***Parties***."

WHEREAS, Rady desires to continue in employment but retire from all current positions at the Companies, effective as of the Effective Date;

WHEREAS, the Companies desire to continue to employ Rady as Chairman Emeritus of each of Antero Resources and Antero Midstream, on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Companies and Rady agree as set forth herein:

1. **Position.** As of the Effective Date, (a) Rady hereby resigns all officer and director positions with Antero Resources, Antero Midstream and any of their respective subsidiaries and (b) Rady shall be employed as Chairman Emeritus of each of Antero Resources and Antero Midstream. In this role, Rady shall provide advice, counsel, and other services to management and the Board of Directors of each Company upon the reasonable request of the Chief Executive Officer or the Chairman of the Board of Directors of either Company. The position of Chairman Emeritus shall have the rights and responsibilities set forth in the Third Amended and Restated Bylaws of Antero Resources and the Second Amended and Restated Bylaws of Antero Midstream, in each case as may be amended from time to time.

2. **Term.** Rady's employment as Chairman Emeritus of each of Antero Resources and Antero Midstream under this Agreement shall be effective as of the Effective Date and shall continue until December 31, 2028 unless earlier terminated due to Rady's resignation, death or the Companies' earlier termination of Rady's employment for Cause (as defined in any grant notice or award agreement evidencing the equity awards referenced in Section 3(c) hereof) (the term following the Effective Date that Rady is employed hereunder, the "***Term***"). Each Company may, in its sole discretion, elect to extend the Term for successive one-year periods by providing written notice to Rady prior to the expiration of the then-current Term.

3. **Compensation and Benefits**.

    a. **Base Salary.** For services rendered under this Agreement during the Term, the Companies shall collectively pay Rady an aggregate annualized base salary of $50,000, payable in accordance with the normal payroll practices of the Companies.

    b. **Pro Rata Annual Bonus.** In addition, for services rendered under this Agreement, Rady will receive a pro-rated portion of the 2025 annual incentive bonus at each of the Companies that will be paid at the time annual bonuses are paid to executives of the Companies in 2026 based on actual performance and according to the terms and conditions of the incentive bonus arrangements and as determined in the discretion of the Compensation Committees of the applicable Boards of Directors of the Companies based on Rady's base salary at the Companies immediately prior to the Effective Date. Such annual bonuses will be pro-rated for the period in 2025 beginning on January 1, 2025 and ending the day prior to the Effective Date.

c. **Equity Vesting.** All outstanding equity awards granted to Rady prior to the Effective Date, including awards granted under the Amended and Restated Antero Resources Corporation 2020 Long Term Incentive Plan and the Amended and Restated Antero Midstream Corporation Long Term Incentive Plan, shall continue to vest and be settled in accordance with (and subject to) the existing vesting schedules, performance periods, and terms set forth in the applicable award agreements and plans of the Companies and other applicable agreements between the Parties.

d. **Benefits.** During the Term, Rady shall continue to be eligible to participate in the Companies' employee health and welfare arrangements, including health insurance and 401(k) plans, on the same basis as other employees of the Companies, as applicable. To the extent the number of hours worked by Rady are insufficient to confer eligibility under a group health plan maintained by the Companies, Rady will be eligible to elect continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, at active employee rates for the coverage selected by Rady. Antero Resources will use commercially reasonable efforts to enable Rady to continue eligibility under a group health plan maintained by the Companies.

e. **Executive Severance Plan.** In the event Antero Resources or Antero Midstream adopts a severance plan (each a "***Severance Plan***"), subject to the terms thereunder and effective as of the dates thereof, Rady shall be eligible to participate in such Severance Plan on the same basis, and at the same level of benefits, as the Chief Executive Officer of Antero Resources or Antero Midstream, as applicable, participates in such Severance Plan, in accordance with its terms. Rady's eligibility under any such Severance Plan, and the calculation of any benefits thereunder, shall be determined based on the base salary and target bonus applicable to Rady as of the date immediately preceding the Effective Date. For purposes of any such Severance Plan and the determination of any benefits thereunder, the termination of this Agreement and Rady's employment at the end of the Term will not constitute a termination of Rady's employment for which Rady will be entitled to severance or other benefits under any such Severance Plan; however, in the event a Change of Control (as defined in the Severance Plan) occurs during the Term, Rady's employment will be deemed to have been terminated without cause by the Companies upon the closing of such Change of Control. Further, Rady shall have protections limiting or restricting the Companies' ability to amend, terminate or replace his benefits under any such plan that are at least as favorable as any such protections that apply to any Company Chief Executive Officer that participates in any such plan.

4. **Confidentiality.** Rady acknowledges that, during the course of his prior employment and in connection with his ongoing employment as set forth herein, Rady has had and may continue to have access to confidential and proprietary information of and concerning the Companies and their respective affiliates, clients, employees, and business operations. Rady shall not, during or after the Term, directly or indirectly, disclose, use, or permit the disclosure or use of any confidential or proprietary information to any third party, except as expressly authorized in writing by the Companies or as required by law. The foregoing does not prohibit Rady's disclosure of information that arises from his general training, knowledge, skill or experience, whether gained on the job or otherwise, information that is readily ascertainable to the public, or information that a worker otherwise has a right to disclose as legally protected conduct. Further notwithstanding the foregoing, nothing herein or in any other agreement between Rady and the Companies will limit, prohibit or restrict Rady from: (i) initiating communications directly with, cooperating with, providing information to, or otherwise assisting in an investigation by, any governmental agency (including the Department of Justice, Department of Labor, Securities and Exchange Commission, Equal Employment Opportunity Commission, Congress, any Inspector General and any other governmental agency, commission, or regulatory authority) (collectively, "***Government Agencies***") regarding a possible violation of any law; (ii) testifying, participating or otherwise assisting in any action or proceeding by any Government Agency relating to a possible violation of law; (iii) making any other disclosures that are protected under the whistleblower provisions of any applicable law; or (iv) disclosing or discussing, either orally or in writing, any alleged discriminatory or unfair employment practice. Rady is not required to obtain prior authorization before engaging in any conduct described in the previous sentence, or to notify the Companies that he has engaged in any such conduct. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal.

5. **Releases of Claims.**

    a. For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by Rady, on his own behalf and on behalf of his heirs, successors, assigns and legal representatives, Rady hereby releases, discharges and forever acquits each of the Companies, each of their respective subsidiaries and other affiliates, and each of the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans), in their personal and representative capacities (each a "***Company Party***" and collectively, the "***Company Parties***"), from liability for, and Rady hereby waives, any and all claims, damages, demands, or causes of action of any kind that Rady has or could have, whether known or unknown, against any Company Party, including any and all claims, damages, demands or causes of action relating to or arising from Rady's employment, engagement or affiliation with any Company Party, Rady's status as a shareholder or interest holder of any Company Party, or any other acts or omissions related to any matter occurring or existing on or prior to the date that Rady executes this Agreement (collectively, the "***Rady Released Claims***"); provided, however, the Rady Released Claims shall not include any claim, right, or cause of action that Rady may have arising from or relating to any fraudulent act by Companies. In no event shall the Rady Released Claims include (i) any claim to vested benefits under an employee benefit plan that is subject to ERISA and that cannot be released pursuant to ERISA; (ii) any claim that may first arise after the date that Rady executes this Agreement; or (iii) any claims that cannot be waived as a matter of law, including claims for unemployment compensation benefits or workers' compensation insurance benefits.

b. The Companies each hereby forever release, discharge and acquit Rady from liability for, and the Companies hereby waive, any and all claims, damages, demands, or causes of action of any kind that the Companies have or could have, whether known or unknown, against Rady, including any and all claims, damages, demands or causes of action relating to or arising from Rady's employment, engagement or affiliation with any Company, or any other acts or omissions related to any matter occurring or existing on or prior to the date that the Companies execute this Agreement (collectively, the "***Company Released Claims***"); provided, however, the Company Released Claims shall not include any claim, right, or cause of action that the Companies may have arising from or relating to any fraudulent act by Rady. In no event shall the Company Released Claims include any claim that may first arise after the date that the Companies execute this Agreement, or any claims that cannot be waived as a matter of law.

c. Notwithstanding the release of liability set forth above, nothing in this Agreement prevents Rady from filing any non-legally waivable claim (including a challenge to the validity of this Agreement) with the Equal Employment Opportunity Commission ("***EEOC***"), the Securities and Exchange Commission ("***SEC***") or any other Governmental Agency or from participating in any investigation or proceeding conducted by the EEOC, SEC, or any other Government Agency; however, Rady understands and agrees that, to the extent permitted by law, Rady is waiving any and all rights to recover from any of the Company Parties based on any of the Rady Released Claims, including any relief that may result from any Government Agency proceeding or subsequent legal actions. Nothing herein waives Rady's right to receive an award for information provided to a Governmental Agency (including, for the avoidance of doubt, any monetary award or bounty from any Government Agency or regulatory or law enforcement authority in connection with any protected "whistleblower" activity), and nothing herein or in any other agreement between Rady and any Company Party shall limit, prohibit or restrict Rady from engaging in any of the activity permitted by Section 4 above or the enforcement of this Agreement.

6. **Miscellaneous Provisions.**

a. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto; provided, however, that nothing in this Agreement is intended to supersede any indemnification agreement in effect for the benefit of Rady immediately prior to the Effective Date, as each such agreement will remain in effect pursuant to its terms. Further, nothing herein shall supersede or replace any of the policies or codes of conduct of the Companies, which are applicable to Rady as an employee of either of the Companies.

b. **Non-Disparagement**. Rady agrees that he will not in any way disparage or defame either of the Companies, or any of their respective current or former directors or officers. The Companies agree to cause their respective current directors and officers not to disparage or defame Rady. Nothing herein shall prevent any individual or entity from making any statements required by law or legal process or from making any statements to Government Agencies, including by engaging in any act permitted by Section 4 above.

c. **Arbitration**. Any dispute, controversy or claim between Rady and one or both of the Companies arising out of or relating to this Agreement ("***Disputes***") will be finally settled by arbitration in Denver, Colorado in accordance with the then-existing American Arbitration Association ("***AAA***") Employment Arbitration Rules. The arbitration award shall be final and binding on both parties. Any arbitration conducted under this Section 6(c) shall be private, and shall be heard by a three-arbitrator panel (the "***Arbitrators***") selected in accordance with the then-applicable rules of the AAA, unless agreed upon by all Parties. The Arbitrators shall expeditiously hear and decide all matters concerning the Dispute. Except as expressly provided to the contrary in this Agreement, the Arbitrators shall have the power to (i) gather such materials, information, testimony and evidence as the Arbitrators deem relevant to the Dispute (and each party will provide such materials, information, testimony and evidence requested by the Arbitrators), and (ii) grant injunctive relief and enforce specific performance. Each Party hereby foregoes and waives any right to arbitrate any Dispute as a class action or collective action or on a consolidated basis or in a representative capacity on behalf of other persons or entities who are claimed to be similarly situated, or to participate as a class member in such a proceeding. The decision of the Arbitrators shall be reasoned, rendered in writing, be final and binding upon the disputing parties and the parties agree that judgment upon the award may be entered by any court of competent jurisdiction. This Section 6() shall be governed by the Federal Arbitration Act, 9 U.S.C. §1, et seq. In the event of any Disputes resulting in arbitration pursuant to this Section 6(c), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, AAA costs, and other expenses incurred in connection with such Dispute, in addition to any other relief to which such prevailing party may be entitled. For purposes of this provision, "prevailing party" shall mean the party that substantially obtains or defeats the relief sought, whether by judgment, settlement, or dismissal.

By entering into this Agreement and entering into the arbitration provisions of this Section 6, THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVING THEIR RIGHTS TO A JURY TRIAL.

Nothing in this Section 6 shall prohibit a Party from instituting litigation to enforce any arbitration award. Further, nothing in this Section 6 precludes Rady from filing a charge or complaint with a federal, state or other governmental administrative agency.

d. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to provisions governing the choice of law.

e. **Modification.** No provision of this Agreement shall be changed or modified, in whole or in part, unless the modification is agreed to in writing and signed by each of the Parties.

f. **No Assignment.** The Parties acknowledge and agree that the terms and provisions contained in this Agreement constitute a personal employment contract and the rights and obligations of the Parties hereunder cannot be transferred, sold, assigned, pledged, or hypothecated, except the Companies may assign their rights under this Agreement to any affiliate of the Companies.

g. **Severability; Reformation**. The Parties agree that any term or provision of this Agreement (or part thereof) that renders such term or provision (or part thereof) or any other term or provision (or part thereof) of this Agreement invalid or unenforceable in any respect shall be severable and shall be modified or severed to the extent necessary to avoid rendering such term or provision (or part thereof) invalid or unenforceable, and such severance or modification shall be accomplished in the manner that most nearly preserves the benefit of the Parties' bargain hereunder.

h. **Section 409A.** This Agreement and any payment provided hereunder are intended to be exempt from or compliant with the requirements governing "deferred compensation" under Section 409A of the Internal Revenue Code of 1986, as amended ("***Section 409A***"), and this Agreement shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service, as a short-term deferral, or otherwise shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, any installment payments provided under this Agreement shall each be treated as a separate payment. If, on the date of Rady's separation from service (as defined in Treasury Regulation §1.409A-1(h)), Rady is a specified employee (as defined in Code Section 409A and Treasury Regulation §1.409A-1(i)), no payment shall be made under this Agreement at any time during the 6-month period following Rady's separation from service of any amount that constitutes "deferred compensation" under Section 409A, and any amounts otherwise payable during such 6-month period shall be paid in a lump sum on the first payroll payment date following expiration of such 6-month period. Notwithstanding the foregoing, the Companies make no representations that the payments provided under this Agreement comply with or are exempt from the requirements of Section 409A and in no event shall the Companies be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Rady on account of non-compliance with Section 409A.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Parties hereto have executed this Agreement as of the date first set forth above.

ANTERO RESOURCES CORPORATION:

By: /s/ Michael N. Kennedy
Name: Michael N. Kennedy
Title: Chief Financial Officer and Senior Vice President—Finance

ANTERO MIDSTREAM CORPORATION:

By: /s/ Michael N. Kennedy
Name: Michael N. Kennedy
Title: Senior Vice President—Finance

PAUL M. RADY:

By: /s/ Paul M. Rady
Name: Paul M. Rady

Exhibit 99.1

Antero Resources and Antero Midstream Announce Co-Founder Paul M. Rady to Transition to Chairman Emeritus

Denver, Colorado, August 14, 2025—Antero Resources Corporation (NYSE: AR) ("Antero Resources") and **Antero Midstream Corporation (NYSE: AM)** ("Antero Midstream") announced that, effective today, Co-Founder Paul M. Rady will transition from his roles as Chief Executive Officer and President and member and Chairman of the Boards of Directors of Antero Resources and Antero Midstream to Chairman Emeritus of each company.

The Boards of Directors were unanimous in their praise of Mr. Rady, citing his confident and engaged leadership, deep commitment to the oil and gas industry, and his philanthropic pursuits and selfless giving to a variety of causes, including education, medicine, culture and land conservation.

"Paul has been a visionary leader in the energy industry for decades," said Benjamin A. Hardesty, Lead Independent Director of Antero Resources. "He has driven substantial shareholder value at the Antero family of companies, which have a combined enterprise value of approximately $24.0 billion. Under Paul's leadership, Antero has become the most capital efficient developer in the Appalachian Basin while maintaining an outstanding safety and environmental record."

"While Paul is known for being a shale pioneer and for his leadership of multiple public companies, his support of the communities in which members of the Antero family live and work has been unwavering," said David H. Keyte, Lead Independent Director of Antero Midstream. "Paul's generosity towards Western Colorado University, University of Colorado Anschutz Medical Campus, University of Colorado Boulder and countless other organizations will have a lasting impact in the states of Colorado and West Virginia."

Mr. Rady began his career with Amoco Corporation, where he spent 10 years as a geologist focused on the Rockies and Mid-Continent. In 1990, Mr. Rady was recruited to be Chief Geologist at Barrett Resources Corp., where he eventually rose to Chief Executive Officer. Mr. Rady served as President, Chief Executive Officer and Chairman of Pennaco Energy from 1998 until its sale to Marathon Oil. Mr. Rady co-founded and served as Chief Executive Officer and Chairman of the Board of Antero's predecessor company from its founding in 2002 to its ultimate sale to XTO Energy. Mr. Rady co-founded Antero and has served as Chairman of the Board and Chief Executive Officer of Antero Resources and Antero Midstream since their inceptions.

Antero Resources entered the Appalachia Basin in 2008 and drilled its first wells in 2009. In 2013, Antero Resources completed the largest initial public offering of an independent exploration and production company. Antero Resources now holds approximately 526,000 net acres in the Appalachian Basin, had estimated proved reserves of 17.9 Tcfe at year-end 2024, produced more than 3.4 Bcfe/d during the three months ended June 30, 2025, making it the fifth largest producer of natural gas and NGLs in the U.S., and has a current enterprise value of approximately $12.0 billion.

Antero Midstream was formed by Antero Resources in 2012 to own, operate and develop midstream energy infrastructure primarily to service Antero Resources in the Appalachian Basin. In 2014, Antero Midstream completed what was then the lowest-yielding and largest initial public offering of a master limited partnership. At year-end 2024, Antero Midstream had 413 miles of low pressure gathering pipeline, 295 miles of high pressure gathering pipeline and compression capacity of 4.6 Bcf/d. In 2024, approximately 14.4 million miles of truck traffic were eliminated by using Antero Midstream's first-in-basin water delivery system, which consists of 233 miles of buried water pipeline and 163 miles of surface water pipeline, making it one of the largest fresh water pipeline and impoundment networks in the country. Today, Antero Midstream has the most comprehensive liquids midstream system in Appalachia and a current enterprise value of approximately $12.0 billion.

"It has truly been an honor to lead Antero Resources and Antero Midstream," said Mr. Rady. "I want to thank our employees for their exceptional effort and dedication, without which Antero could not have experienced the tremendous success that it has. I am proud of the organizations we have created, and I am confident the companies will continue to prosper under Mike Kennedy's leadership. I also want to thank our shareholders for their trust in me over all these years, for which I am extremely grateful." Mr. Rady continued, "I believe the Antero family of companies are the best-positioned operators in the Appalachian Basin on a go-forward basis. I am looking forward to my new role as Chairman Emeritus and spending more time focusing on my family, health and philanthropy."

Antero Resources is an independent natural gas and natural gas liquids company engaged in the acquisition, development and production of unconventional properties located in the Appalachian Basin in West Virginia and Ohio. Antero Midstream Corporation is a Delaware corporation that owns, operates and develops midstream gathering, compression, processing and fractionation assets located in the Appalachian Basin, as well as integrated water assets that primarily service Antero Resources' properties. For more information, contact Dan Katzenberg, Director—Finance & Investor Relations at Antero Resources, at (303) 357-7219 or dkatzenberg@anteroresources.com or Justin Agnew, Chief Financial Officer and Vice President—Finance & Investor Relations at Antero Midstream, at (303) 357-7269 or jagnew@anteroresources.com.

Exhibit 99.2

Antero Resources and Antero Midstream Announce Michael N. Kennedy to Serve as Chief Executive Officer, President and Director

Denver, Colorado, August 14, 2025—Antero Resources Corporation (NYSE: AR) ("Antero Resources") and **Antero Midstream Corporation (NYSE: AM)** ("Antero Midstream") announced that, effective today, Michael N. Kennedy will serve as Chief Executive Officer and President of Antero Resources and Antero Midstream, and serve on each company's Board of Directors. Mr. Kennedy's promotion comes in connection with the announcement that Paul M. Rady will transition from his roles as Chief Executive Officer and President and member and Chairman of the Boards of Directors of Antero Resources and Antero Midstream to Chairman Emeritus.

Mr. Kennedy joined Antero in 2013, and his impact has been felt throughout the organization. Mr. Kennedy has served as Chief Financial Officer of Antero Resources since 2021 and SVP—Finance of Antero Resources and Antero Midstream since 2016. Mr. Kennedy also served as Chief Financial Officer of Antero Midstream and its predecessors from 2016 to 2021. Mr. Kennedy has been a member of the Board of Directors of Antero Midstream since 2021. Prior to joining Antero, Mr. Kennedy spent 12 years at Forest Oil Corporation, where he held various positions, including Executive Vice President and Chief Financial Officer from 2009 to 2013. From 1996 to 2001, Mr. Kennedy was an auditor with Arthur Andersen focusing on the Natural Resources Industry. Mr. Kennedy holds a B.S in Accounting from the University of Colorado at Boulder.

"Mike Kennedy is an inspirational leader with extensive oil and gas industry and financial experience," said Benjamin A. Hardesty, Lead Independent Director of Antero Resources. "Mike was the obvious choice to succeed Paul, and I can think of nobody better to lead Antero Resources into its next phase. I have seen Mike and Paul work together seamlessly for years making operational and financial decisions for the company, and with Mike taking over as CEO and President, I believe Antero Resources is well-positioned to capitalize on the highly-visible natural gas demand growth from LNG and data centers."

"Mike has been well-respected in the industry for three decades. I have worked closely with Mike for over 20 years, and I have been impressed by his depth of knowledge and tireless work ethic," said David H. Keyte, Lead Independent Director of Antero Midstream. "With Mike at the helm, I believe Antero Midstream is poised to build on its past successes and continue as an industry leader."

"I am honored to step into the roles of Chief Executive Officer and President of Antero Resources and Antero Midstream," said Mr. Kennedy. "I appreciate the support of the Boards of Directors of both companies." Mr. Kennedy continued, "I have worked side-by-side with Paul Rady for many years and have gained many valuable insights along the way. He has been an exceptional leader for Antero. I am excited for the opportunity to build upon Paul's legacy and lead the fantastic teams at Antero Resources and Antero Midstream."

In connection with Mr. Kennedy's promotion and Mr. Rady's transition to Chairman Emeritus, Antero Resources and Antero Midstream announced new responsibilities for certain members of their Boards of Directors and management teams:

Antero Resources and Antero Midstream will be separating the roles of Chairman of the Board and Chief Executive Officer. Benjamin A. Hardesty, currently the Lead Independent Director of Antero Resources, will serve as Chairman of the Board of Antero Resources, and David H. Keyte, currently the Lead Independent Director of Antero Midstream, will serve as Chairman of the Board of Antero Midstream. Mr. Hardesty has served on the Board of Directors of Antero Resources since its IPO in 2013. He has also served on the Board of Directors of many other public and private companies and as President of the Independent Oil and Gas Association of West Virginia. From 1995 to 2010, Mr. Hardesty held senior leadership positions at Dominion Energy affiliated companies, including serving as President of Dominion E&P, Inc. from 2007 to 2010. From 1978 to 1995, Mr. Hardesty served in roles of increasing responsibility at Development Drilling Corp and Stonewall Gas Company. Mr. Hardesty received a Bachelor of Science from West Virginia University and a Master of Science from George Washington University. Mr. Keyte has served on the Board of Directors of Antero Midstream since 2019. Mr. Keyte also served as Chairman and Chief Executive Officer of Caerus Oil and Gas LLC from 2009 until its sale in 2024. Prior to that, Mr. Keyte held senior executive positions at Forest Oil Corporation from 1997 until 2009, including the positions of Chief Financial Officer and Chief Accounting Officer. Mr. Keyte also served on the board of Regal Entertainment Group, a publicly held movie exhibition company, from 2006 until the company was sold in 2018. Mr. Keyte holds a B.S. degree in Economics from the University of Pennsylvania's Wharton School of Finance.

Yvette K. Schultz will join the Board of Directors of Antero Midstream. Ms. Schultz joined Antero in 2015 and has served as General Counsel of Antero Resources and Antero Midstream since 2017. Ms. Schultz has also served as Chief Compliance Officer and SVP—Legal of Antero Resources and Antero Midstream since 2022 and Corporate Secretary since 2021. Prior to joining Antero, Ms. Schultz was an attorney at Vinson & Elkins L.L.P. from 2008 to 2012 and Latham & Watkins LLP from 2012 to 2015. Ms. Schultz holds a B.S. in Computer Science and a Masters degree in Business Administration from the University of South Dakota, and a J.D. and B.C.L. from the Paul M. Herbert Law Center at Louisiana State University.

Brendan E. Krueger, currently Chief Financial Officer, Vice President—Finance and Treasurer of Antero Midstream and Vice President—Finance and Treasurer of Antero Resources, will be named Chief Financial Officer and SVP—Finance of Antero Resources and SVP—Finance of Antero Midstream and will continue to serve as Treasurer for each company. Since joining Antero in 2014, Mr. Krueger has been involved in a wide range of capital markets activities and strategic transactions for the Antero family of companies, including two initial public offerings. From 2007 to 2014, Mr. Krueger worked in investment banking focused on equity and debt financing and M&A advisory primarily with Wells Fargo Securities and Robert W. Baird & Co. Mr. Krueger earned his Bachelor of Business Administration in Finance from the University of Notre Dame.

Justin J. Agnew, currently Vice President—Finance of Antero Midstream, will be named Chief Financial Officer of Antero Midstream. Since 2014, Mr. Agnew has held roles of increasing responsibility at Antero. Prior to joining Antero, Mr. Agnew worked in equity research at Robert W. Baird & Co. and spent time at M&I Bank (now a subsidiary of BMO). Mr. Agnew earned Bachelor of Science degrees in both Finance and Economics from Arizona State University.

Commenting on the appointments of Mr. Krueger and Mr. Agnew, Mr. Kennedy said, “Brendan Krueger and Justin Agnew have been instrumental in executing capital markets and strategic transactions for the Antero family of companies for over ten years. Their extensive knowledge and industry experience make them very well-suited to serve as Chief Financial Officers of Antero Resources and Antero Midstream, respectively.”

Antero Resources is an independent natural gas and natural gas liquids company engaged in the acquisition, development and production of unconventional properties located in the Appalachian Basin in West Virginia and Ohio. Antero Midstream Corporation is a Delaware corporation that owns, operates and develops midstream gathering, compression, processing and fractionation assets located in the Appalachian Basin, as well as integrated water assets that primarily service Antero Resources’ properties. For more information, contact Dan Katzenberg, Director—Finance & Investor Relations at Antero Resources, at (303) 357-7219 or dkatzenberg@anteroresources.com or Justin Agnew, Chief Financial Officer and Vice President—Finance & Investor Relations at Antero Midstream, at (303) 357-7269 or jagnew@anteroresources.com.