

Gastar Exploration Inc.
Form 424B3
July 06, 2018

Filed Pursuant to Rule 424(b)(3)
Registration No. 333-217168

PROSPECTUS SUPPLEMENT NO. 6

(to Prospectus dated March 23, 2018)

169,933,626 Shares

GASTAR EXPLORATION INC.

Common Stock

This prospectus supplement is being filed to update and supplement information contained in the prospectus dated March 23, 2018, relating to the resale or other disposition of our common stock par value \$0.001 per share, which may be offered for sale from time to time by the selling stockholders named in the prospectus, with information contained in our Current Report on Form 8-K, filed with the Securities and Exchange Commission on July 6, 2018.

This prospectus supplement updates and supplements the information in the prospectus and is not complete without, and may not be delivered or utilized except in combination with, the prospectus, including any amendments or supplements thereto. This prospectus supplement should be read in conjunction with the prospectus and if there is any inconsistency between the information in the prospectus and this prospectus supplement, you should rely on the information in this prospectus supplement.

Investing in our securities involves risk. Please see **Risk Factors beginning on page 3 of the prospectus for a discussion of certain risks that you should consider in connection with an investment in the securities.**

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

This prospectus supplement is dated July 6, 2018.

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): June 29, 2018

GASTAR EXPLORATION INC.

(Exact Name of Registrant as Specified in its Charter)

DELAWARE
(State or other jurisdiction
of incorporation)

001-35211
(Commission File Number)

38-3531640
(IRS Employer

Identification No.)

1331 LAMAR STREET, SUITE 650

HOUSTON, TEXAS 77010

(Address of principal executive offices)

(713) 739-1800

(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

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

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

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

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
Indicate by check mark whether the registrant is an emerging growth company as defined in 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.

SECTION 1 REGISTRANT'S BUSINESS AND OPERATIONS

Item 1.01 Entry into a Material Definitive Agreement.

Term Loan Amendment

On June 29, 2018, Gastar Exploration Inc. (the Company), together with the parties thereto, executed an Amendment No. 4 and Limited Waiver to the Third Amended and Restated Credit Agreement among the Company, as borrower, the subsidiary guarantors party thereto, the lenders party thereto and Wilmington Trust, National Association (Wilmington), as Administrative Agent (Amendment No. 4 and Limited Waiver). Amendment No. 4 and Limited Waiver among other things, provides for the waiver of certain inadvertent defaults under the Term Loan and prohibits the Company from making cash dividends or distributions on or with respect to its capital stock, other than cash dividends on its 8.625% Series A Preferred Stock and its 10.75% Series B Preferred Stock declared for the month of June 2018.

A copy of Amendment No. 4 and Limited Waiver is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The description of Amendment No. 4 and Limited Waiver herein does not purport to be complete and is qualified in its entirety by reference to the complete text of Amendment No. 4 and Limited Waiver.

Supplemental Indenture

On June 29, 2018, Company, the subsidiary guarantor named therein and Wilmington, entered into a Second Supplemental Indenture (the Second Supplemental Indenture), which supplements the Indenture dated March 3, 2017 by and among the Company, the subsidiary guarantor named therein, and Wilmington. The Second Supplemental Indenture, among other things, provides for the waiver of certain inadvertent defaults and prohibits the Company and its subsidiary from making cash dividends or distributions on or with respect to its capital stock, other than cash dividends on its 8.625% Series A Preferred Stock and its 10.75% Series B Preferred Stock declared for the month of June 2018.

A copy of the Second Supplemental Indenture is attached hereto as Exhibit 10.2 and is incorporated herein by reference. The description of the Second Supplemental Indenture herein does not purport to be complete and is qualified in its entirety by reference to the complete text of the Second Supplemental Indenture.

SECTION 9 FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following is a list of exhibits furnished as part of this Form 8-K:

Exhibit

| No. | Description of Document |
|------|--|
| 10.1 | Amendment No. 4 and Limited Waiver to Third Amended and Restated Credit Agreement, dated as of June 29, 2018, among Gastar Exploration Inc., as borrower, certain subsidiaries of borrower, as |

guarantors, the lenders party thereto and Wilmington Trust, National Association, as administrative agent.

- 10.2 Second Supplemental Indenture, dated as of June 29, 2018, between Gastar Exploration Inc. and Wilmington Trust, National Association, as trustee and collateral trustee.

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.

Date: July 6, 2018

GASTAR EXPLORATION INC.

By: /s/ Michael A. Gerlich
Michael A. Gerlich
Senior Vice President and Chief Financial
Officer

AMENDMENT NO. 4 AND LIMITED WAIVER TO CREDIT AGREEMENT

This AMENDMENT NO. 4 and LIMITED WAIVER TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT (this Agreement), dated as of June 29, 2018, is by and among GASTAR EXPLORATION INC., a Delaware corporation (the Borrower), certain subsidiary guarantors of the Borrower party hereto (the Guarantors), and together with the Borrower, the Credit Parties), the lenders party hereto (the Lenders) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as the administrative agent (in such capacity, the Administrative Agent) under that certain Credit Agreement (as defined below);

WITNESSETH:

WHEREAS, the Borrower, the Guarantors, the Lenders and the Administrative Agent are parties to that certain Third Amended and Restated Credit Agreement, dated as of March 3, 2017 (as amended by that certain Amendment No. 1 to Credit Agreement dated as of March 20, 2017, that certain Amendment No. 2 to Credit Agreement dated as of August 2, 2017, that certain Amendment No. 3 to Credit Agreement dated as of September 18, 2017, and as may be further amended, restated or otherwise modified from time to time, the Credit Agreement).

WHEREAS, the Borrower, the Guarantors, the Lenders and the Administrative Agent have agreed to amend the Credit Agreement as specified below.

WHEREAS, the Borrower has inadvertently failed to comply with Section 5.10 of the Credit Agreement which requires the Borrower to have in place at all times an Acceptable Security Interest securing the Secured Obligations with respect thereto on Mortgaged Properties constituting at least (i) 90% of the PV10 of the Credit Parties Proved Reserves attributable to the Oil and Gas Property evaluated in the most recent Reserve Report provided to the Administrative Agent pursuant to Section 5.01(g) of the Credit Agreement (other than any DrillCo Excluded Property and the Proved Reserves attributable thereto) and (ii) 90% of the net acres of Oil and Gas Properties (other than Proved Reserves and any DrillCo Excluded Property) as of the most recently ended fiscal quarter (including the fiscal year end) for which financial statements are available (the Mortgage Default).

WHEREAS, the Mortgage Default resulted in inaccuracies in the Borrower's Reserve Report Certificate delivered in connection with the most recent Reserve Report provided to the Administrative Agent pursuant to Section 5.01(g) of the Credit Agreement (the Reserve Report Default).

WHEREAS, the Mortgage Default and the Reserve Report Default resulted in inaccuracies in the Borrower's certifications of no Default or Event of Default delivered pursuant to Section 5.01(c) of the Credit Agreement in connection with the delivery of the two most recent financial statements pursuant to Section 5.01(a) and Section 5.01(b) of the Credit Agreement (the Certification Default).

WHEREAS, during the period following the occurrence of the Mortgage Default, the Reserve Report Default and the Certification Default, the Borrower paid cash dividends on its Series A Preferred Shares and Series B Preferred Shares in the months of April and May of 2018 in breach of Section 6.09(e) of the Credit Agreement (the Restricted Payment Default), together with the Mortgage Default, the Reserve Report Default, the Certification Default and any other Default or Event of Default resulting from the failure to comply with Sections 5.02(a) or 9.09(e) of the Credit Agreement in relation to the Reserve Report Default or the Certification Default, collectively the Existing Defaults).

WHEREAS, the Borrower has announced, pursuant to a press release issued on June 11, 2018, that it has declared a dividend on its Series A Preferred Shares and Series B Preferred Shares for the month of June 2018 to be payable to shareholders on July 2, 2018 and has elected to suspend the declaration and payment of monthly cash dividends on its outstanding Series A Preferred Shares and Series B Preferred Shares commencing July 2018 in order to maintain liquidity to support its capital investment program.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Credit Agreement.

2. Limited Waiver to Credit Agreement. Subject to the satisfaction of each of the conditions set forth in Section 5 below, the Lenders waive each of the Existing Defaults and the Administrative Agent acknowledges such waiver. Such waiver is limited to the extent described in this Agreement and shall not be construed to be a consent to or a temporary or permanent waiver of any other terms, provisions, covenants, warranties or agreements contained in the Credit Agreement or any other Loan Document. Each of the Lenders and the Administrative Agent reserve the right to exercise any rights and remedies available to them in connection with any other present or future Defaults or Events of Default under the Credit Agreement or any other Loan Document. The description of the Existing Defaults in this Agreement is based solely upon information furnished to the Administrative Agent and the Lenders on or prior to the date hereof and shall not be deemed to exclude the existence of any other Defaults or Events of Default.

3. Amendments to Credit Agreement. In reliance on the representations and warranties set forth in Section 4 below and subject to the satisfaction of the conditions set forth in Section 5 below, the parties to this Agreement agree to the following amendments, in each case, effective as of the Effective Date:

(a) Section 5.01 of the Credit Agreement is amended by (i) deleting the and at the end of clause (h) and (ii) deleting clause (j) and replacing it with the following:

(j) from time to time such information or projections with respect to the business or Properties, or the condition or operations, financial or otherwise, of, or compliance with the terms of this Agreement by, the Borrower, the Guarantors and their respective Subsidiaries as the Administrative Agent or the Required Lenders may reasonably request, including, for the avoidance of doubt, any superseded analysis of (i) the Borrower's and its Subsidiaries Proved Reserves and (ii) the valuation of the Oil and Gas Properties, in each case, in the Borrower's possession or control, such information to be provided in each case, as promptly as practicable, and in any event, within 15 Business Days following each such request; and

(b) Article V of the Credit Agreement is amended to add new Section 5.20 as follows:

Section 5.20 Negotiations. The Borrower shall, and shall cause its advisors to, negotiate with the Lenders and their advisors in good faith with respect to a repayment or other satisfaction of the Notes under the Convertible Indenture and the Indebtedness of the Borrower and its Subsidiaries under this Agreement.

(c) Section 6.09 of the Credit Agreement is amended by deleting clause (e) and replacing it with the following:

(e) cash dividends on its Series A Preferred Shares and Series B Preferred Shares declared for the month of June 2018 payable to shareholders on July 2, 2018 (the June 2018 Preferred Share Dividend) provided that at the time of and immediately after giving effect to such distribution, no Default or Event of Default has occurred and is continuing or would result therefrom; and

(d) Section 6.09 of the Credit Agreement is further amended by adding the following at the end of Section 6.09:

For the avoidance of doubt, the foregoing Section 6.09 notwithstanding, the Borrower shall not make cash dividends or distributions on or with respect to its Capital Stock, including for clarity, the Series A Preferred Shares and the Series B Preferred Shares. Notwithstanding the immediately preceding sentence, the Borrower may make the June 2018 Preferred Share Dividend pursuant to, and subject to the terms of, Section 6.09(e).

(e) Article VIII of the Credit Agreement is amended by deleting for a period of 30 days in clause (e) and replacing it with for a period of 15 days .

4. Representations and Warranties of Credit Parties. Each Credit Party represents and warrants to the Administrative Agent and the Lenders that:

(a) Each of the representations and warranties made by the Credit Parties in or pursuant to the Credit Agreement or any other Loan Document are true and correct in all material respects (other than representations and warranties that are qualified by materiality, which shall be true and correct in all respects) on and as of the Effective Date (after giving effect to this Agreement) with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case, such representations and warranties are true and correct as of such earlier date.

(b) The execution, delivery and performance by the Credit Parties of this Agreement are within the corporate or other applicable organizational power and authority of each Credit Party and have been duly authorized by proper corporate, partnership or limited liability proceedings, and this Agreement constitutes a legal, valid and binding obligation of each Credit Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) Except as expressly described in this Agreement, no Default or Event of Default has occurred and is continuing other than the Existing Defaults.

5. Conditions Precedent. This Agreement shall become effective on the date not later than five Business Days after the date hereof (such date the, Effective Date) on which all of the conditions set forth in this Section 5 shall have been satisfied:

(a) The Administrative Agent shall have received this Agreement duly executed and delivered by a duly authorized officer or other authorized signatory of each of the Borrower, the Guarantors, the Lenders, and the Administrative Agent;

(b) The representations and warranties of the Credit Parties contained in Section 4 are true, complete and accurate on and as of the Effective Date;

(c) The Borrower shall have delivered to the Administrative Agent Mortgages (or supplements or amendments to such Mortgages), in each case in a form acceptable for filing in the appropriate filing office and in a form and substance reasonably satisfactory to the Lenders and the Administrative Agent that, when filed in the appropriate filing office, will create an Acceptable Security Interest with respect thereto on Oil and Gas Properties on not less than each of (i) 97.5% of the PV10 of the Credit Parties Proved Reserves attributable to the Oil and Gas Property; and (ii) 97.5% of the net acres of Oil and Gas Properties with no associated Proved Reserves;

(d) The Borrower shall have paid, or caused to be paid, all of the expenses of the Administrative Agent, the Lenders and each of their respective Affiliates reasonably documented by noon Central Time on June 29, 2018, incurred in connection with the preparation, execution and delivery of this Agreement as and to the extent required under Section 10.03 of the Credit Agreement (including, without limitation the legal fees and disbursements of counsel to the Lenders and of counsel to the Administrative Agent).

6. Post Effective Date Covenants.

(a) The Borrower shall deliver to the Lenders on or prior to July 31, 2018, the information such Lenders requested be delivered by such date in a request made to the Borrower by such Lenders on the date hereof. The failure to deliver any such information to the Lenders on or prior to such date shall be an immediate Event of Default under the Credit Agreement.

(b) In addition to the payments made in accordance with Section 5(d), the Borrower shall pay, or shall cause to be paid, promptly and in any event with three Business Days after receipt of an invoice therefor, all of the expenses reasonably documented after noon Central Time on June 29, 2018, of the Administrative Agent, the Lenders and each of their respective Affiliates reasonably incurred in connection with the preparation, execution and delivery of this Agreement (including, without limitation the legal fees and disbursements of counsel to the Lenders and of counsel to the Administrative Agent). **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.** Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words execution, signed, signature, delivery, and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated by this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law,

including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

8. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions of this Agreement; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

9. GOVERNING LAW.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(b) EACH CREDIT PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, BOROUGH OF MANHATTAN, AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY CREDIT PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH CREDIT PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.01 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

10. WAIVER OF JURY TRIAL. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING

OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11. Survival. The representations and warranties contained in Section 4 of this Agreement shall survive the execution and delivery of this Agreement and the Effective Date.

12. Ratification; No Other Agreements; No Other Waiver.

(a) Except as expressly modified by this Agreement, the Credit Agreement and each other Loan Document are each ratified and confirmed by the parties hereto and remain in full force and effect in accordance with the respective terms thereof. This Agreement is not intended to nor shall it be construed to create a novation or accord and satisfaction with respect to any of the Secured Obligations. Other than as otherwise expressly provided in this Agreement, this Agreement shall not be deemed to operate as an amendment or waiver of, or to prejudice, any right, power, privilege or remedy of any Lender or the Administrative Agent, the Collateral Agent or any other Indemnitee under the Credit Agreement or any of the other Loan Documents, nor shall the entering into of this Agreement preclude any such Person from refusing to enter into any further amendments or waivers with respect to the Credit Agreement or any of the other Loan Documents. Other than as to otherwise expressly provided in this Agreement, this Agreement shall not constitute a waiver of compliance with any covenant or other provision in the Credit Agreement or any other Loan Document or of the occurrence or continuance of any present or future Default or Event of Default. Each Credit Party also agrees and acknowledges that no course of dealing or course of conduct is implied, created, or otherwise exists as a result of the waiver provided in Section 2 of this Agreement. The Credit Parties, as debtors, grantors, pledgors, guarantors, assignors, or in other similar capacities in which such parties grant liens or security interests in their properties or otherwise act as accommodation parties or guarantors, as the case may be, under the Loan Documents, ratify and reaffirm all of their payment and performance obligations and obligations to indemnify, contingent or otherwise, under each of such Loan Documents to which it is a party, and ratify and reaffirm their grants of liens on or security interests in their properties pursuant to such Loan Documents to which they are a party, respectively, as security for the Secured Obligations, and confirms and agrees that such liens and security interests hereafter secure all of the Secured Obligations, including, without limitation, all additional Secured Obligations hereafter arising or incurred pursuant to or in connection with this Agreement, the Credit Agreement or any other Loan Document.

(b) This Agreement shall constitute a Loan Document , as such term is defined in the Credit Agreement.

(c) Each Credit Party reaffirms its obligations under each of the Loan Documents, as the same are amended by this Agreement, and agrees and acknowledges that each such document and all of such obligations thereunder, remains in full force and effect after giving effect to this Agreement.

13. Headings. Section headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

14. Amendments. This Agreement may not be amended or modified except in the manner specified for an amendment of or modification to the Credit Agreement in Section 10.02 of the Credit Agreement.

15. Direction. The Lenders party hereto, which Lenders constitute Majority Lenders, direct the Administrative Agent to execute and deliver this Agreement.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Release.

(a) In consideration of, among other things, the Administrative Agent's and the Lenders' execution and delivery of this Agreement, each Credit Party, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, Releasors), forever agrees and covenants not to sue or prosecute against any Releasee (as defined below) and forever waives, releases and discharges, to the fullest extent permitted by law, each Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, damages and consequential damages, demands, agreements, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs, expenses or claims whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the Claims), against any or all of the Administrative Agent and the Lenders in any capacity and their respective affiliates, subsidiaries, shareholders and controlling persons (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the Releasees). The release set forth in this Section 17(a) includes any and all Claims, including, without limitation, Claims based in whole or in part on facts, whether or not now known: (i) existing on or prior to the date of this Agreement; (ii) as a result of this Agreement or any discussion or action taken or not taken by any Releasee on or before the date hereof; (iii) any discussion conducted in connection with this Agreement; or (iv) any course of action taken by the Administrative Agent or any Lender in response thereto or arising therefrom on or before the date hereof. In entering into this Agreement, each Credit Party consulted with, and has been represented by, legal counsel. Each Credit Party expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and further agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof.

(b) Each Credit Party agrees that it shall be, jointly and severally, obligated to indemnify and hold the Releasees harmless with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by the Releasees, or any of them, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by or on behalf of any Person, including, without limitation, the respective officers, directors, agents, trustees, creditors, partners or shareholders of each Credit Party or any of its respective Subsidiaries. The indemnification obligations set forth in this Section 17(b) applies to any action or proceeding, whether threatened or initiated, in respect of any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the negotiation, preparation, execution, delivery, performance, administration and enforcement of the Credit Agreement, the other Loan Documents, this Agreement or any other document executed and/or delivered in

connection herewith or therewith. Notwithstanding the foregoing, neither the Borrower nor any Guarantor shall have any obligation to indemnify or hold harmless any Releasee with respect to liabilities to the extent they result solely from the fraud or bad faith of that Releasee as finally determined by a court of competent jurisdiction. If and to the extent that the foregoing undertaking may be unenforceable for any reason, each Credit Party agrees to make the maximum contribution to the payment and satisfaction of any Claim that is permissible under applicable law.

(c) On behalf of itself and its successors, assigns, and other legal representatives, each Credit Party absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by any Credit Party pursuant to Section 17(a) of this Agreement. If any Credit Party or any of its successors, assigns or other legal representatives violates the foregoing covenant, each Credit Party, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

(d) The provisions of this Section 17 shall survive the termination of any Loan Document (including, for avoidance of doubt, this Agreement) and payment in full of the Secured Obligations.

[Signature Page Follows]

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

GASTAR EXPLORATION INC., as
Borrower

By: /s/ Michael A. Gerlich
Name: Michael A. Gerlich
Title: Senior Vice President, Chief Financial
Officer and Corporate Secretary

**NORTHWEST PROPERTY VENTURES
LLC**, as Guarantor

By: /s/ Michael A. Gerlich
Name: Michael A. Gerlich
Title: Senior Vice President, Chief Financial
Officer and Corporate Secretary

[Signature Page to Amendment No. 4 and Limited Waiver to Credit Agreement]

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Administrative Agent

By: /s/ Nicole Kroll

Name: Nicole Kroll

Title: Banking Officer

[Signature Page to Amendment No. 4 and Limited Waiver to Credit Agreement]

AF V ENERGY I HOLDINGS, L.P., as a
Lender

By: /s/ Nate Walton
Name: Nate Walton
Title: Authorized Signatory

[Signature Page to Amendment No. 4 and Limited Waiver to Credit Agreement]

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this Supplemental Indenture), dated as of June 29, 2018, among Gastar Exploration Inc. (or its successor, the Company), Northwest Property Ventures LLC (the Guarantor), and Wilmington Trust, National Association, a national banking association, as Trustee (the Trustee) and as Collateral Trustee (the Collateral Trustee) under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, the Company, the Guarantor and the Trustee and the Collateral Trustee executed an indenture, dated as of March 3, 2017 (as amended, supplemented or otherwise modified, the Indenture), providing for the issuance of the Company's Convertible Notes due 2022 (the Notes);

WHEREAS, the Company has inadvertently failed to comply with Section 10.04(B) of the Indenture which requires the Company to have in place at all times an Acceptable Security Interest securing the Notes and other Obligations with respect thereto on Oil and Gas Properties sufficient to satisfy the Minimum Mortgage Requirement (the Mortgage Default);

WHEREAS, the Company has inadvertently failed to comply with (i) Section 10.05 of the Indenture requiring the delivery of the Reserve Report within 90 days after December 31, 2017, and (ii) Section 10.04(B) certifying compliance with the Minimum Mortgage Requirement concurrently with the delivery of the Reserve Report referenced in clause (i) above (the Delivery Defaults);

WHEREAS, the Mortgage Default and the Delivery Defaults resulted in inaccuracies in the Company's certifications of no Default or Event of Default in the annual compliance certificate delivered pursuant to Section 3.06(A) of the Indenture (the Certification Default);

WHEREAS, during the period following the occurrence of the Mortgage Default, the Delivery Defaults, and the Certification Default, the Company declared and paid dividends on its Existing Preferred Stock in the months of April and May of 2018 unknowingly in breach of Section 3.11 of the Indenture, solely as the result of such other defaults, (the Restricted Payment Default and together with the Mortgage Default, the Delivery Defaults, the Certification Default, and any other Default or Event of Default as a result of any failure to comply with Section 3.06 of the Indenture in relation to the Mortgage Default, the Delivery Defaults, the Certification Default, or the Restricted Payment Default, collectively the Existing Defaults);

WHEREAS, the Company has announced, pursuant to a press release issued on June 11, 2018, that it has declared a dividend on its Existing Preferred Stock for the month of June 2018 to be payable to shareholders on July 2, 2018, and it has elected to suspend the declaration and payment of monthly cash dividends on its outstanding Existing Preferred Stock commencing July 2018 to maintain liquidity to support its capital investment program;

WHEREAS, Section 8.02 of the Indenture provides that, with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding, the Company, the Guarantor, the Trustee and the Collateral Trustee may enter into an indenture supplemental to the Indenture for the purpose of amending or supplementing the Indenture or the Notes (subject to certain exceptions);

WHEREAS, the Company desires and has requested the Trustee and the Collateral Trustee to join with it and the Guarantor in entering into this Supplemental Indenture for the purpose of amending the Indenture and the Notes, as permitted by Section 8.02 of the Indenture, and to, subject to the satisfaction of the conditions set forth in Section 5

below, waive the Existing Defaults; and

WHEREAS, (1) the Company has received the written consent of the Holders of a majority in aggregate principal amount of the outstanding Notes approving this Supplemental Indenture, (2) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel relating to this Supplemental Indenture, as contemplated by Section 8.06 of the Indenture, and (3) the Company and the Guarantor have satisfied all other conditions required under Article 8 of the Indenture to enable the Company, the Guarantor and the Trustee to enter into this Supplemental Indenture; and

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantor, the Trustee and the Collateral Trustee agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. **Defined Terms.** As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital to this Supplemental Indenture are used in this Supplemental Indenture as therein or herein defined.
2. **Limited Waiver to Indenture.** Subject to the satisfaction of each of the conditions set forth in Section 5 below, on behalf of itself and each of the Holders, the Trustee waives each of the Existing Defaults. Such waiver is limited to the extent described in this Supplemental Indenture and shall not be construed to be a consent to or a temporary or permanent waiver of any other terms, provisions, covenants, warranties or agreements contained in the Indenture or any other Indenture Document. On behalf of itself and each of the Holders, the Trustee reserves the right to exercise any rights and remedies available to them in connection with any other present or future Defaults or Events of Default under the Indenture or any other Indenture Document. The description of the Existing Defaults in this Supplemental Indenture is based solely upon information furnished to the Trustee, the Collateral Trustee and the Holders on or prior to the date hereof and shall not be deemed to exclude the existence of any other Defaults or Events of Default.
3. **Amendments to the Indenture.** In reliance on the representations and warranties set forth in Section 4 below and the satisfaction of the conditions in Section 5 below, the parties to this Supplemental Indenture agree to the following amendments, in each case, effective as of the Effective Date:
 - (a) Section 3.11(B) of the Indenture is amended by deleting clause (ix) and replacing it with the following:
 - (ix) cash dividends on its Existing Preferred Stock declared for the month of June 2018 payable to shareholders on July 2, 2018 (the June 2018 Preferred Share Dividend) provided that at the time of and immediately after giving effect to such distribution, no Default or Event of Default has occurred and is continuing or would result therefrom;
 - (b) Section 3.11 of the Indenture is amended by adding new clause (C) (and revising existing clause (C) to be new clause (D)) as follows:
 - (C) *No Dividends.* For the avoidance of doubt, the Company will not and will not permit any of its Restricted Subsidiaries to, directly or indirectly, make cash dividends or distributions on or with respect to its Capital Stock, including for clarity, its Existing Preferred Stock. Notwithstanding the immediately preceding sentence, subject to the terms of Section 3.11(B)(ix), the Company may make the June 2018 Preferred Share Dividend;

(c) Section 7.01(A) of the Indenture is amended by (i) replacing sixty (60) days in clause (vi) with fifteen (15) days.

4. **Representation and Warranty of Company.** The Company and the Guarantor represent and warrant that, except as expressly described in this Supplemental Indenture, no Default or Event of Default has occurred and is continuing other than the Existing Defaults.

5. **Conditions Precedent.** This Supplemental Indenture shall become effective on the date not later than five Business Days after the date hereof (such date the, Effective Date) on which all of the conditions set forth in this Section 5 shall have been satisfied:

(a) The representation and warranty of the Company contained in Section 4 is true, complete and accurate on and as of the Effective Date;

(b) The Company shall have delivered to the Collateral Trustee Mortgages (or supplements or amendments to such Mortgages), in each case, in a form acceptable for filing in the appropriate filing office and in a form and substance reasonably satisfactory to the Holders and the Collateral Trustee that, when filed in the appropriate filing office, will create an Acceptable Security Interest with respect thereto on Oil and Gas Properties on not less than each of (i) 97.5% of the PV10 of the Company's and the Restricted Subsidiaries' Proved Reserves attributable to the Oil and Gas Properties; and (ii) 97.5% of the net acres of Oil and Gas Properties with no associated Proved Reserves;

(c) The Company shall have paid, or caused to be paid, all of the expenses reasonably documented by noon Central Time on June 29, 2018 of the Trustee, the Collateral Agent, the Holders and each of their respective Affiliates incurred in connection with the preparation, execution and delivery of this Supplemental Indenture (including, without limitation the legal fees and disbursements of counsel to the Holders); and

(d) The Company shall have delivered to the Trustee and the Collateral Trustee an Officer's Certificate certifying that, as of the date of such certificate the conditions set forth in this Section 5 have been satisfied.

6. **Ratification of Indenture; Supplemental Indenture Part of Indenture.** Except as expressly amended by this Supplemental Indenture, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions of the Indenture will remain in full force and effect. This Supplemental Indenture will form a part of the Indenture for all purposes. Every Holder of Notes heretofore or hereafter authenticated and delivered will be bound by this Supplemental Indenture.

7. **Neither the Trustee Nor the Collateral Agent Makes Any Representation.** Neither the Trustee nor the Collateral Agent makes any representation as to the validity, adequacy, enforceability or sufficiency of this Supplemental Indenture or the Notes or as to the statements made in the recitals, all of which are statements of the Company and the Guarantor. Neither the Trustee nor the Collateral Agent will be accountable for the Company's use of the proceeds from the Notes.

8. **Release.**

(a) In consideration of, among other things, the Trustee's, the Collateral Trustee's and the Holders' execution and delivery of this Supplemental Indenture, the Company and each Guarantor, on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors and assigns (collectively, Releasors), forever agrees and covenants not to sue or

prosecute against any Releasee (as defined below) and forever waives, releases and discharges, to the fullest extent permitted by law, each Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, damages and consequential damages, demands, agreements, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs, expenses or claims whatsoever, that such Releasor now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the Claims), against any or all of the Trustee, the Collateral Trustee and the Holders of the Notes on the date hereof and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the Releasees). The release set forth in this Section 8(a) includes any and all Claims, including without limitation, Claims based in whole or in part on facts, whether or not now known: (i) existing on or prior to the date of this Supplemental Indenture; (ii) as a result of this Supplemental Indenture or any discussion or action taken or not taken by any Releasee on or before the date hereof; (iii) any discussion conducted in connection with this Supplemental Indenture; or (iv) any course of action taken by the Trustee, the Collateral Trustee or any Holder of the Notes on the date hereof in response thereto or arising therefrom on or before the date hereof. In entering into this Supplemental Indenture, each of the Company and the Guarantors has consulted with, and has been represented by, legal counsel. Each of the Company and the Guarantor expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and further agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof.

(b) Each of the Company and the Guarantor agrees that it shall be, jointly and severally, obligated to indemnify and hold the Releasees harmless with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by the Releasees, or any of them, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by or on behalf of any Person, including, without limitation, the respective officers, directors, agents, trustees, creditors, partners or shareholders of the Company, the Guarantors, or any of their respective Subsidiaries. The indemnification obligations set forth in this Section 8(b) applies to any action or proceeding, whether threatened or initiated, in respect of any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the negotiation, preparation, execution, delivery, performance, administration and enforcement of the Indenture, the other Indenture Documents, this Supplemental Indenture or any other document executed and/or delivered in connection herewith or therewith. Notwithstanding the foregoing, neither the Company nor any Guarantor shall have any obligation to indemnify or hold harmless any Releasee with respect to liabilities to the extent they result solely from the fraud or bad faith of that Releasee as finally determined by a court of competent jurisdiction. If and to the extent that the foregoing undertaking may be unenforceable for any reason, the Company and the Guarantors each agrees to make the maximum contribution to the payment and satisfaction of any Claim that is permissible under applicable law.

(c) On behalf of itself and its successors, assigns, and other legal representatives, each of the Company and Guarantor absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by the Company or any other Guarantor pursuant to Section 8(a) of this Supplemental Indenture. If the Company, any Guarantor or any of its successors, assigns or other legal representatives violates the foregoing covenant, the Company and the Guarantors, each for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

(d) The provisions of this Section 8 shall survive the termination of any Indenture Document (including, for avoidance of doubt, this Supplement) and payment in full of the Obligations under any Indenture Document.

9. **Covenants.** In addition to the payments made in accordance with Section 5(c), the Company shall pay, or shall cause to be paid, promptly and in any event within three Business Days after receipt of an invoice therefor, all of the expenses reasonably documented after noon Central Time on June 29, 2018 of the of the Trustee, the Collateral Agent, the Holders and each of their respective Affiliates incurred in connection with the preparation, execution and delivery of this Supplemental Indenture (including, without limitation the legal fees and disbursements of counsel to the Holders).

10. **Miscellaneous.** Sections 13.05, 13.06, 13.07, 13.09, 13.11, 13.13, 13.14 and 13.15 of the Indenture will apply to this Supplemental Indenture as if the same were reproduced in this Supplemental Indenture, *mutatis mutandis*.

[Signature Page to Follow]

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

GASTAR EXPLORATION INC.

By: /s/ Michael A. Gerlich
Name: Michael A. Gerlich
Title: Senior Vice President, Chief Financial
Officer and Corporate Secretary

NORTHWEST PROPERTY VENTURES LLC, as
Guarantor

By: /s/ Michael A. Gerlich
Name: Michael A. Gerlich
Title: Senior Vice President, Chief Financial
Officer and Corporate Secretary

Signature Page to Second Supplemental Indenture

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

WILMINGTON TRUST, NATIONAL ASSOCIATION, as
Trustee and Collateral Trustee

By: /s/ Shawn Goffinet
Name: Shawn Goffinet
Title: Assistant Vice President

Signature Page to Second Supplemental Indenture