
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): **January 12, 2016**

ANTERO RESOURCES CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36120
(Commission File Number)

80-0162034
(IRS Employer
Identification No.)

1615 Wynkoop Street
Denver, Colorado
(Address of principal executive offices)

80202
(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))
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Item 1.01 Entry into a Material Definitive Agreement.

Credit Agreement Amendment

On January 12, 2016, Antero Resources Corporation (the "**Company**") entered into an Eighteenth Amendment (the "**Eighteenth Amendment**") to its Fourth Amended and Restated Credit Agreement with the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the "**Credit Agreement**"). The Eighteenth Amendment amended the Credit Agreement to, among other things, permit the Company to (i) prepay prior to the scheduled date thereof the Company's outstanding senior notes, so long as after giving effect to such prepayment, the Company's Aggregate Credit Exposure (as defined in the Credit Agreement) does not exceed 80% of the aggregate lender commitments under the Credit Agreement, which are currently \$4.0 billion, and (ii) convert or exchange the Company's outstanding senior notes to equity interests of the Company.

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

Relationships

Certain parties to the Eighteenth Amendment, or their respective affiliates (collectively, the “**Banks**”), perform and have performed commercial and investment banking and advisory services for the Company from time to time for which they receive and have received customary fees and expenses. In addition, Wells Fargo Bank, National Association, is the trustee for each outstanding series of the Company’s senior notes. The Banks may, from time to time, engage in transactions with and perform services for the Company in the ordinary course of their business, for which they will receive fees and expenses.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
10.1	Eighteenth Amendment to Fourth Amended and Restated Credit Agreement, dated as of January 12, 2016, by and among Antero Resources Corporation, certain subsidiaries of the Borrower, as Guarantors, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ANTERO RESOURCES CORPORATION

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

Dated: January 15, 2016

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EXHIBIT INDEX

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
10.1	Eighteenth Amendment to Fourth Amended and Restated Credit Agreement, dated as of January 12, 2016, by and among Antero Resources Corporation, certain subsidiaries of the Borrower, as Guarantors, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent.

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**EIGHTEENTH AMENDMENT TO FOURTH AMENDED AND RESTATED
CREDIT AGREEMENT**

This EIGHTEENTH AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is made as of January 12, 2016, by and among ANTERO RESOURCES CORPORATION, a Delaware corporation (the "Borrower"), CERTAIN SUBSIDIARIES OF BORROWER, as Guarantors, the LENDERS party hereto, and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"). Unless otherwise expressly defined herein, capitalized terms used but not defined in this Amendment have the meanings assigned to such terms in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, Borrower, the Guarantors, the Administrative Agent and the Lenders have entered into that certain Fourth Amended and Restated Credit Agreement, dated as of November 4, 2010 (as the same has been amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Agreement") and as further amended by this Amendment, the "Credit Agreement"; and

WHEREAS, Borrower has requested that Administrative Agent and the Lenders enter into this Amendment to amend certain terms of the Existing Agreement as set forth herein; and

WHEREAS, Administrative Agent, the Lenders, Borrower and Guarantors desire to amend the Existing Agreement as provided herein upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Borrower, the Guarantors, the Administrative Agent and the Lenders hereby agree as follows:

SECTION 1. Amendments to Credit Agreement. Subject to the satisfaction or waiver in writing of each condition precedent set forth in Section 2 of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Existing Agreement shall be amended in the manner provided in this Section 1.

1.1 Use of Proceeds. Section 6.08 of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

Section 6.08 Use of Proceeds and Letters of Credit. The proceeds of the Loans will be used only to (a) pay the fees, expenses and transaction costs of the Transactions, (b) finance the working capital needs of the Borrowers, including capital expenditures, and for general corporate purposes of the Borrowers and the Guarantors, in the ordinary course of business, including the exploration, development and/or acquisition of Oil and Gas Interests, together with ancillary transportation, gathering, compression and processing assets and the marketing and sale of Hydrocarbons produced and (c) to the extent permitted under Section

ANTERO RESOURCES CORPORATION
EIGHTEENTH AMENDMENT TO CREDIT AGREEMENT

7.13, to retire, redeem, defease, repurchase or prepay Senior Notes, including any fees, premiums and expenses associated therewith. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X. Letters of Credit will be issued only to support general corporate purposes of the Borrowers and the Restricted Subsidiaries. The Borrower will not request any Borrowing, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

1.2 Senior Notes Restrictions. Section 7.13 of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

Section 7.13 Senior Notes Restrictions. No Credit Party will, nor will any Credit Party permit any Restricted Subsidiary to, (a) except for the regularly scheduled payments of interest required under the Senior Notes Documents, directly or indirectly, retire, redeem, defease, repurchase or prepay prior to the scheduled due date thereof any part of the principal of, or interest on, the Senior Notes (or any Permitted Refinancing thereof); provided that so long as no Default has occurred and is continuing or would be caused thereby, the Borrower may retire, redeem, defease, repurchase or prepay the Senior Notes (i) with the proceeds of any Permitted Refinancing permitted pursuant to Section 7.01(h), (ii) with the net cash proceeds of any substantially contemporaneous issuance of Equity Interests of the Borrower, (iii) pursuant to an asset sale tender offer with the Net Cash Proceeds of any Disposition to the extent required by the terms of the Indenture, but in any event subject to compliance by the Credit Parties with (x) any prepayment of the Obligations required by any consent of the Lenders to such Disposition and

(y) any mandatory prepayment of the Obligations required under Section 2.11 after giving effect to any adjustments made by the Required Lenders to the Borrowing Base pursuant to Section 7.05, (iv) by converting or exchanging Senior Notes to Equity Interests (other than Disqualified Stock) of the Borrower, or (v) so long as, on a pro forma basis after giving effect to such retirement, redemption, defeasance, repurchase or prepayment, the Aggregate Credit Exposure is not greater than 80% of the Aggregate Commitment, or (b) enter into or permit any supplement, modification or amendment of, or waive any right or obligation of any Person under, any Senior Notes Document or any document governing any Permitted Refinancing of the Senior Notes if the effect thereof would be to (i) shorten its average life or maturity, (ii) increase the rate or shorten any period for payment of interest thereon, (iii) cause any covenant, default or remedy provisions contained therein to be materially more onerous on any Credit Party or any Restricted Subsidiary, (iv) cause any mandatory

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prepayment, repurchase or redemption provisions contained therein to be materially more onerous on any Credit Party or any Restricted Subsidiary, (v) alter the subordination provisions, if any, with respect to any of the Senior Notes Documents, or (vi) result in any Subsidiary of any Borrower Guaranteeing the Senior Notes unless such Subsidiary is (or concurrently with any such Guarantee becomes) a Guarantor hereunder.

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

2.1 Execution and Delivery. Each Credit Party, the Lenders (or at least the required percentage thereof), and the Administrative Agent shall have executed and delivered this Amendment.

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

2.3 Certificates. The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Credit Party, the authorization of this Amendment and the transactions contemplated hereby and any other legal matters relating to the Credit Parties, this Amendment or the transactions contemplated hereby, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

2.4 Other Documents. The Administrative Agent shall have received such other instruments and documents incidental and appropriate to the transactions provided for herein as the Administrative Agent or its special counsel may reasonably request, and all such documents shall be in form and substance reasonably satisfactory to the Administrative Agent.

SECTION 3. Representations and Warranties of Credit Parties. To induce the Lenders to enter into this Amendment, each Credit Party hereby represents and warrants to the Lenders as follows:

3.1 Reaffirmation of Representations and Warranties/Further Assurances. Both before and after giving effect to the amendments herein, each representation and warranty of such Credit Party contained in the Credit Agreement and in each of the other Loan Documents is true and correct in all material respects as of the date hereof (except to the extent such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such date and any representation or warranty which is qualified by reference to "materiality" or "Material Adverse Effect" is true and correct in all respects).

3.2 Corporate Authority; No Conflicts. The execution, delivery and performance by each Credit Party of this Amendment are within such Credit Party's corporate or other organizational powers, have been duly authorized by necessary action, require no action by or in

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respect of, or filing with, any Governmental Authority and do not violate or constitute a default under any provision of any applicable law or other agreements binding upon any Credit Party or result in the creation or imposition of any Lien upon any of the assets of any Credit Party except for Permitted Liens and otherwise as permitted in the Credit Agreement.

3.3 Enforceability. This Amendment constitutes the valid and binding obligation of Borrower and each other Credit Party enforceable in accordance with its terms, except as (i) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally, and (ii) the availability of equitable remedies may be limited by equitable principles of general application.

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

SECTION 4. Miscellaneous.

4.1 Reaffirmation of Loan Documents and Liens. Any and all of the terms and provisions of the Credit Agreement and the Loan Documents shall, except as amended and modified hereby, remain in full force and effect and are hereby in all respects ratified

and confirmed by each Credit Party. Borrower and each Guarantor hereby agrees that the amendments and modifications herein contained shall in no manner affect or impair the liabilities, duties and obligations of any Credit Party under the Credit Agreement and the other Loan Documents or the Liens securing the payment and performance thereof.

4.2 Parties in Interest. All of the terms and provisions of this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

4.3 Legal Expenses. Each Credit Party hereby agrees to pay all reasonable fees and expenses of special counsel to the Administrative Agent incurred by the Administrative Agent in connection with the preparation, negotiation and execution of this Amendment and all related documents.

4.4 Counterparts. This Amendment may be executed in one or more counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of photocopies of the signature pages to this Amendment by facsimile or electronic mail shall be effective as delivery of manually executed counterparts of this Amendment.

4.5 Complete Agreement. THIS AMENDMENT, THE CREDIT AGREEMENT, AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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4.6 Headings. The headings, captions and arrangements used in this Amendment are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this Amendment, nor affect the meaning thereof.

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

4.8 Reference to and Effect on the Loan Documents.

(a) This Amendment shall be deemed to constitute a Loan Document for all purposes and in all respects. Each reference in the Existing Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference in the Existing Agreement or in any other Loan Document, or other agreements, documents or other instruments executed and delivered pursuant to the Existing Agreement to the “Credit Agreement”, shall mean and be a reference to the Existing Agreement as amended by this Amendment.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

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

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their respective authorized officers to be effective as of the date first above written.

BORROWER:

ANTERO RESOURCES CORPORATION

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

RESTRICTED SUBSIDIARIES:

AR OHIO LLC

By: /s/ Alvyn A. Schopp
Name: Alvyn A. Schopp

Title: Chief Administrative Officer and
Regional Vice President

MONROE PIPELINE LLC

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

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EIGHTEENTH AMENDMENT TO CREDIT AGREEMENT

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JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, Issuing Bank and a Lender

By: /s/ David Morris
Name: David Morris
Title: Authorized Officer

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EIGHTEENTH AMENDMENT TO CREDIT AGREEMENT

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

By: /s/ Oleg Kogan
Name: Oleg Kogan
Title: Director

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

By: /s/ Ting Lee
Name: Ting Lee
Title: Director

By: /s/ Dixon Schultz
Name: Dixon Schultz
Title: Managing Director

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EIGHTEENTH AMENDMENT TO CREDIT AGREEMENT

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MUFG UNION BANK, N.A.,
as Co-Documentation Agent and a Lender

By: /s/ Lara Francis

Name: ~~Vice President~~

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CITIBANK, N.A.,
as a Lender

By: /s/ Phil Ballard
Name: Phil Ballard
Title: Managing Director

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BARCLAYS BANK PLC,
as a Lender

By: /s/ Ronnie Glenn
Name: Ronnie Glenn
Title: Vice President

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CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Victor Ponce de León
Name: Victor Ponce de León
Title: Senior Vice President

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TORONTO DOMINION (NEW YORK) LLC,
as a Lender

By: /s/ Rayan Karim
Name: Rayan Karim
Title: Authorized Signatory

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COMERICA BANK,
as a Lender

By: /s/ Garrett R. Merrell
Name: Garrett R. Merrell

Title: Relationship Manager

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BMO HARRIS BANK N.A.,
as a Lender

By: /s/ Melissa Guzmann

Name: Melissa Guzmann

Title: Vice President

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U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Todd S. Anderson

Name: Todd S. Anderson

Title: Vice President

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as a Lender

By: /s/ Nupur Kumar

Name: Nupur Kumar

Title: Authorized Signatory

By: /s/ Warren Van Heyst

Name: Warren Van Heyst

Title: Authorized Signatory

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THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ Mark Sparrow

Name: Mark Sparrow

Title: Director

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SCOTIABANC INC.,

as a Lender

By: /s/ J.F. Todd

Name: J.F. Todd

Title: Managing Director

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BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ James Giordano

Name: James Giordano

Title: Senior Vice President

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

By: /s/ Daria Mahoney

Name: Daria Mahoney

Title: Authorized Signatory

By: /s/ Trudy Nelson

Name: Trudy Nelson

Title: Authorized Signatory

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KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ George E. McKean

Name: George E. McKean

Title: Senior Vice President

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ABN AMRO CAPITAL USA LLC,
as a Lender

By: /s/ David Montgomery

Name: David Montgomery

Title: Executive Director

By: /s/ Darrell Holley

Name: Darrell Holley
Title: Managing Director

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PNC BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Tom Byargeon
Name: Tom Byargeon
Title: Managing Director

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SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ James D. Weinstein
Name: James D. Weinstein
Title: Managing Director

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FIFTH THIRD BANK,
as a Lender

By: /s/ Jonathan H. Lee
Name: Jonathan H. Lee
Title: Director

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COMPASS BANK,
as a Lender

By: /s/ Rhianna Disch
Name: Rhianna Disch
Title: Vice President

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HSBC BANK USA, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Duncan Cairo

Name: Duncan Cairo
Title: Managing Director

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BNP PARIBAS,
as a Lender

By: /s/ Sriram Chandrasekar
Name: Sriram Chandrasekar
Title: Director

By: /s/ Vincent Trapet
Name: Vincent Trapet
Title: Director

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DNB CAPITAL LLC,
as a Lender

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

By: /s/ Asluv Tveit
Name: Asluv Tveit
Title: First Vice President

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SANTANDER BANK, N.A.,
as a Lender

By: /s/ Aidan Lanigan
Name: Aidan Lanigan
Title: Senior Vice President

By: /s/ George Louis McKinley
Name: George Louis McKinley
Title: Vice President

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NATIXIS, NEW YORK BRANCH,
as a Lender

By: /s/ Stuart Murray
Name: Stuart Murray
Title: Managing Director

By: /s/ Kenyatta Gibbs
Name: Kenyatta Gibbs
Title: Director

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