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

Schedule 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)

PERMIAN RESOURCES CORPORATION
(Name of Issuer)

Class A Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

71424F 105
(CUSIP Number)

Craig S. Glick
NGP Energy Capital Management, L.L.C.
2850 N. Harwood Street, 19th Floor
Dallas, Texas 75201
(972) 432-1440

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

March 10, 2023
(Date of Event which Requires Filing of this Statement)

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

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

| | | |
|---|--|--|
| 1. | Name of reporting person Luxe Energy, L.L.C. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 60,792,641 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 60,792,641 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 60,792,641 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 16.5% (2) | |
| 14. | Type of reporting person OO | |

- (1) Consists of 60,792,641 shares of Class C Common Stock, par value \$0.0001 per share ("Class C Common Stock"), of Permian Resources Corporation (the "Issuer") and 60,792,641 Common Units ("Opco Common Units") of Permian Resources Operating, LLC ("Opco"). Pursuant to the Sixth Amended and Restated Limited Liability Company Agreement of Opco (the "Opco LLC Agreement"), at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock, par value \$0.0001 per share ("Class A Common Stock"), of the Issuer or a cash payment, and upon redemption of such Opco Common Units, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person NGP XI US Holdings, L.P. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 86,541,098 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 86,541,098 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 86,541,098 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 22.0% (2) | |
| 14. | Type of reporting person PN | |

- (1) Consists of 86,541,098 shares of Class C Common Stock and 86,541,098 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person NGP XI Holdings GP, L.L.C. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 86,541,098 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 86,541,098 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 86,541,098 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 22.0% (2) | |
| 14. | Type of reporting person OO | |

- (1) Consists of 86,541,098 shares of Class C Common Stock and 86,541,098 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each c Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person NGP Natural Resources XI, L.P. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 86,541,098 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 86,541,098 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 86,541,098 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 22.0% (2) | |
| 14. | Type of reporting person PN | |

- (1) Consists of 86,541,098 shares of Class C Common Stock and 86,541,098 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person G.F.W. Energy XI, L.P. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 86,541,098 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 86,541,098 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 86,541,098 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 22.0% (2) | |
| 14. | Type of reporting person PN | |

- (1) Consists of 86,541,098 shares of Class C Common Stock and 86,541,098 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person GFW XI, L.L.C. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 86,541,098 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 86,541,098 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 86,541,098 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 22.0% (2) | |
| 14. | Type of reporting person OO | |

- (1) Consists of 86,541,098 shares of Class C Common Stock and 86,541,098 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person NGP Pearl Holdings II, LLC | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 12,853,273 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 12,853,273 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 12,853,273 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 4.0% (2) | |
| 14. | Type of reporting person PN | |

- (1) Consists of 12,853,273 shares of Class C Common Stock and 12,853,273 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person NGP XII US Holdings, L.P. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 12,853,273 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 12,853,273 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 12,853,273 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 4.0% (2) | |
| 14. | Type of reporting person PN | |

- (1) Consists of 12,853,273 shares of Class C Common Stock and 12,853,273 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person NGP XII Holdings GP, L.L.C. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 12,853,273 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 12,853,273 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 12,853,273 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 4.0% (2) | |
| 14. | Type of reporting person OO | |

- (1) Consists of 12,853,273 shares of Class C Common Stock and 12,853,273 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person NGP Natural Resources XII, L.P. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 12,853,273 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 12,853,273 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 12,853,273 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 4.0% (2) | |
| 14. | Type of reporting person OO | |

- (1) Consists of 12,853,273 shares of Class C Common Stock and 12,853,273 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person G.F.W. Energy XII, L.P. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 12,853,273 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 12,853,273 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 12,853,273 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 4.0% (2) | |
| 14. | Type of reporting person OO | |

- (1) Consists of 12,853,273 shares of Class C Common Stock and 12,853,273 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person GFW XII, L.L.C. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 12,853,273 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 12,853,273 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 12,853,273 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 4.0% (2) | |
| 14. | Type of reporting person OO | |

- (1) Consists of 12,853,273 shares of Class C Common Stock and 12,853,273 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

| | | |
|---|--|--|
| 1. | Name of reporting person NGP Energy Capital Management, L.L.C. | |
| 2. | Check the appropriate box if a member of a group (a): <input type="checkbox"/> (b): <input checked="" type="checkbox"/> | |
| 3. | SEC use only | |
| 4. | Source of funds (See Instructions) OO | |
| 5. | Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or place of organization Delaware | |
| Number of shares beneficially owned by each reporting person with | 7. | Sole voting power 0 |
| | 8. | Shared voting power 99,394,371 (1) |
| | 9. | Sole dispositive power 0 |
| | 10. | Shared dispositive power 99,394,371 (1) |
| 11. | Aggregate amount beneficially owned by each reporting person 99,394,371 (1) | |
| 12. | Check if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/> | |
| 13. | Percent of class represented by amount in Row (11) 24.5% (2) | |
| 14. | Type of reporting person OO | |

- (1) Consists of 99,394,371 shares of Class C Common Stock and 99,394,371 Opco Common Units. Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco's election, a newly-issued share of Class A Common Stock or a cash payment, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.
- (2) Based on the quotient obtained by dividing (a) the number of shares of Class A Common Stock beneficially owned by the reporting person as set forth in Row (11) (assuming redemption of all Opco Common Units beneficially owned by the reporting person for shares of Class A Common Stock) by (b) the sum of (i) 306,968,090 outstanding shares of Class A Common Stock, as reported in the Issuer's final prospectus dated March 9, 2023, and (ii) the number of shares of Class A Common Stock set forth in clause (a).

EXPLANATORY NOTE

The following constitutes Amendment No. 1 (“Amendment No. 1”) to the Schedule 13D filed by the undersigned with the Securities and Exchange Commission (the “SEC”) on September 12, 2022 (together, the “Schedule 13D”). Except as specifically provided herein, this Amendment No. 1 does not modify any of the information previously reported in the Schedule 13D. Capitalized terms used but not defined in this Amendment No. 1 shall the meanings herein as are ascribed to such terms in the Schedule 13D.

Item 4. Purpose of the Transaction

Item 4 is hereby amended by adding the following:

The information set forth in amended Item 6 below is incorporated by reference herein.

On March 7, 2023, the Issuer and NGP XI US Holdings, L.P., NGP Pearl Holdings II, LLC and Luxe Energy, LLC, certain other selling stockholders named therein and certain affiliates of Riverstone Management Group, L.L.C. (collectively, the “Selling Stockholders”) and J.P. Morgan Securities LLC and Citigroup Global Markets Inc., as representatives of the several underwriters named therein (the “Underwriters”), entered into an underwriting agreement (the “Underwriting Agreement”), pursuant to which the Selling Stockholders agreed to sell to the Underwriters, and the Underwriters agreed to purchase from the Selling Stockholders, subject to and upon the terms and conditions set forth therein, an aggregate 27,500,000 shares of Class A Common Stock, par value \$0.0001 per share (the “Class A Common Stock”), of the Company (the “March 2023 Offering”) at a price to the public of \$11.00 per share. In addition, pursuant to the Underwriting Agreement, the Selling Stockholders granted the Underwriters an option to purchase up to an additional aggregate 4,125,000 shares of Class A Common Stock on the same terms and conditions, which was exercised in full on March 8, 2023. The Offering was made pursuant to registration statements previously filed by the Company with the U.S. Securities and Exchange Commission that became effective on September 8, 2022, October 12, 2017 and April 17, 2017, respectively, by means of a prospectus that meets the requirements under the Securities Act of 1933 (as amended, the “Securities Act”). The March 2023 Offering was consummated on March 10, 2023. NGP XI US Holdings, L.P., NGP Pearl Holdings II, LLC and Luxe Energy, LLC received an aggregate \$185,119,488.675 (or \$10.6975 per share) from the sale of Class A Common Stock.

In connection with the Offering and pursuant to the Repurchase Agreement (as defined below), Opco agreed to purchase from certain of the Selling Stockholders an aggregate 2,750,000 Opco Common Units and a corresponding number of shares of Class C Common Stock, at a price per Opco Common Unit equal to the price per share at which the Underwriters agreed to purchase shares of our Class A Common Stock in the Offering. The Offering and Concurrent Unit Purchase closed on March 10, 2023. The Underwriting Agreement contains customary representations, warranties and agreements of the Company and the Selling Stockholders and other customary obligations of the parties and termination provisions. For additional information regarding the Underwriting Agreement and Repurchase Agreement, see Item 6 below.

Item 5 Interest in Securities of the Issuer

(a)-(b) The information set forth on the cover pages is incorporated by reference into this Item 5.

Pursuant to the Opco LLC Agreement, at the request of the holder, each Opco Common Unit may be redeemed for, at Opco’s election, a newly-issued share of Class A Common Stock or a cash payment equal, and upon redemption of such Opco Common Unit, a share of Class C Common Stock shall be surrendered by the holder and cancelled by the Issuer.

25,748,457 Common Units of Opco and corresponding shares of Class C Common Stock of the Company are held by NGP XI US Holdings, L.P. NGP XI Holdings GP, L.L.C. is the sole general partner of NGP XI US Holdings, L.P., and NGP Natural Resources XI, L.P. is the sole member of NGP XI Holdings GP, L.L.C. G.F.W. Energy XI, L.P. is the sole general partner of NGP Natural Resources XI, L.P., and GFW XI, L.L.C. is the sole general partner of G.F.W. Energy XI, L.P. GFW XI, L.L.C. has delegated full power and authority to manage NGP XI US Holdings, L.P. to NGP Energy Capital Management, L.L.C. Chris Carter, Craig Glick and Jill Lampert serve as voting members of the Executive Committee of NGP Energy Capital Management, L.L.C.

12,853,273 Common Units of Opco and corresponding shares of Class C Common Stock of the Company are held by NGP Pearl Holdings II, LLC. NGP XII US Holdings, L.P. controls NGP Pearl Holdings II, LLC. NGP XII Holdings GP, L.L.C. is the sole general partner of NGP XII US Holdings, L.P., and NGP Natural Resources XII, L.P. is the sole member of NGP XII Holdings GP, L.L.C. G.F.W. Energy XII, L.P. is the sole general partner of NGP Natural Resources XII, L.P., and GFW XII, L.L.C. is the sole general partner of G.F.W. Energy XII, L.P. GFW XII, L.L.C. has delegated full power and authority to manage NGP XII US Holdings, L.P. to NGP Energy Capital Management, L.L.C. Chris Carter, Craig Glick and Jill Lampert serve as voting members of the Executive Committee of NGP Energy Capital Management, L.L.C.

60,792,641 Common Units of Opco and corresponding shares of Class C Common Stock of the Company are held by Luxe Energy, LLC. NGP XI US Holdings, LP controls Luxe Energy, LLC. NGP XI Holdings GP, L.L.C. is the sole general partner of NGP XI US Holdings, L.P., and NGP Natural Resources XI, L.P. is the sole member of NGP XI Holdings GP, L.L.C. G.F.W. Energy XI, L.P. is the sole general partner of NGP Natural Resources XI, L.P., and GFW XI, L.L.C. is the sole general partner of G.F.W. Energy XI, L.P. GFW XI, L.L.C. has delegated full power and authority to manage NGP XI US Holdings, L.P. to NGP Energy Capital Management, L.L.C. Chris Carter, Craig Glick and Jill Lampert serve as voting members of the Executive Committee of NGP Energy Capital Management, L.L.C.

The respective controlling entities of the reporting persons may be deemed to beneficially own all of the Common Units and the corresponding shares of Class C Common Stock of the Issuer held by such Reporting Persons.

The percentage of shares of Class A Common Stock reported to be beneficially owned by the Reporting Persons in this paragraph and elsewhere in this Schedule 13D is based on 306,968,090 outstanding shares of Class A Common Stock immediately following the offering of shares as of March 10, 2023, as reported in the Issuer's final prospectus dated March 9, 2023, and is determined in accordance with the rules of the SEC (which assumes the exchange of all Opco Common Units held by a Reporting Person into shares of Class A Common Stock for such Reporting Person only).

The information set forth or incorporated by reference in Item 6 of this Schedule 13D is incorporated by reference in this Item 5.

(c) Except as described in Item 3 and Item 6, none of the Reporting Persons has effected any transaction related to the Class A Common Stock during the past 60 days.

(d) Except as otherwise described in this Schedule 13D, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, securities covered by this Schedule 13D.

(e) Not applicable.

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

Item 6 is hereby amended by adding the following:

Opco Common Unit Redemption

On March 10, 2023, in connection with an underwritten offering by certain stockholders of the Issuer, each of NGP XI US Holdings, L.P., NGP Pearl Holdings II, LLC and Luxe Energy, LLC delivered a notice of redemption to the Issuer to exercise its rights to require a redemption of Opco Common Units pursuant to the Sixth Amended and Restated Limited Liability Company Agreement of Opco. NGP XI US Holdings, L.P. received 4,482,902 shares of Class A Common Stock in exchange for 4,482,902 Opco Common Units and a corresponding number of shares of Class C Common Stock. NGP Pearl Holdings II, LLC received 2,237,803 shares of Class A Common Stock in exchange for 2,237,803 Opco Common Units and a corresponding number of shares of Class C Common Stock. Luxe Energy, LLC received 10,584,225 shares of Class A Common Stock in exchange for 10,584,225 Opco Common Units and a corresponding number of shares of Class C Common Stock.

Repurchase Agreement

In connection with an underwritten offering by certain stockholders of the Issuer, NGP XI US Holdings, L.P., NGP Pearl Holdings II, LLC and Luxe Energy, LLC entered into a Repurchase Agreement, dated March 10, 2023 (the “Repurchase Agreement”), whereby on March 10, 2023, Opco repurchased from NGP XI US Holdings, L.P., NGP Pearl Holdings II, LLC and Luxe Energy, LLC an aggregate of 2,750,000 Opco Common Units at a price per Opco Common Unit equal to the proceeds received by each stockholder in connection with the March 2023 Offering, and the Issuer canceled a corresponding number of shares of Class C Common Stock held by NGP XI US Holdings, L.P., NGP Pearl Holdings II, LLC and Luxe Energy, LLC. The total amount paid to NGP XI US Holdings, L.P., NGP Pearl Holdings II, LLC and Luxe Energy, LLC in such repurchase was approximately \$29 million.

The foregoing summary of the Repurchase Agreement is qualified in its entirety by reference to the complete text of the agreement, a copy of which is filed as an exhibit hereto and incorporated by reference herein.

Underwriting and Lock-Up Agreement

The Selling Stockholders agreed to sell to the Underwriters, and the Underwriters agreed to purchase from the Selling Stockholders, the Class A Common Stock in the March 2023 Offering at a purchase price of \$10.6975 per share, pursuant to, and subject to the terms and conditions of, an Underwriting Agreement (the “Underwriting Agreement”), dated March 7, 2023, entered into by the Selling Stockholders, the Issuer and the Underwriters.

In connection with the September 2022 Offering, on September 8, 2022, the Selling Stockholders also each entered into a Lock-Up Agreement (collectively, the “Lock-Up Agreements”) with the Underwriters. Each Lock-Up Agreement provides that each Selling Stockholder will not offer, sell, contract to sell, pledge, lend or otherwise dispose of, directly or indirectly, any Class A Common Stock, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Class A Common Stock, whether any such aforementioned transaction is to be settled by delivery of the Class A Common Stock or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge, loan or disposition, or to enter into any such transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of the Underwriters, for a period of 60 days after the date of the final prospectus used to sell securities in the March 2023 Offering (subject to certain exceptions and termination provisions specified in the Lock-Up Agreement).

The descriptions of the Underwriting Agreement and Lock-Up Agreement set forth above in this Item 6 do not purport to be complete and such descriptions are qualified in their entirety by reference to the full text of such documents, which documents are included as Exhibit 10.2 and Exhibit 10.3, respectively, to this Schedule 13D and are incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| 10.1* | Repurchase Agreement, dated March 10, 2023, by and among the Issuer, NGP XI US Holdings, L.P., NGP Pearl Holdings II, LLC and Luxe Energy, LLC. |
| 10.2 | Underwriting Agreement, dated March 7, 2023 (incorporated by reference to Exhibit 1.1 to the Current Report on Form 8-K filed by the Issuer on March 10, 2023). |
| 10.3* | Form of Lock-Up Agreement. |

* Filed herewith.

SIGNATURES

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

Date: March 14, 2023

LUXE ENERGY, LLC

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

NGP XI US HOLDINGS, L.P.

By: NGP XI Holdings GP, L.L.C., its general partner

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

NGP XI HOLDINGS GP, L.L.C.

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

NGP NATURAL RESOURCES XI, L.P.

By: G.F.W. Energy XI, L.P, its general partner

By: GFW XI, L.L.C.,
its general partner

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

G.F.W. ENERGY XI, L.P.

By: GFW XI, L.L.C., its general partner

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

GFW XI, L.L.C.

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

NGP PEARL HOLDINGS II, L.L.C.

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

[Signature Page to Schedule 13D]

NGP XII US HOLDINGS, L.P.

By: NGP XII Holdings GP, L.L.C., its general partner

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

NGP XII HOLDINGS GP, L.L.C.

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

NGP NATURAL RESOURCES XII, L.P.

By: G.F.W. Energy XII, L.P, its general partner

By: GFW XII, L.L.C.,
its general partner

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

G.F.W. ENERGY XII, L.P.

By: GFW XII, L.L.C, its general partner

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

GFW XII, L.L.C.

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

[Signature Page to Schedule 13D]

Repurchase Agreement

March 7, 2023

Ladies and Gentlemen:

Introductory. Permian Resources Operating, LLC, a Delaware limited liability company (the “**Company**”), proposes to repurchase (the “**Repurchase**”) from each of NGP XI US Holdings, L.P. (“**NGP XI**”), NGP Pearl Holdings II, LLC (“**NGP Pearl**”) and Luxe Energy, LLC (“**Luxe**”) and, collectively with NGP XI and NGP Pearl, the “**Holder**s”), common units representing limited liability company interests in the Company (“**Units**”), on the terms and subject to the conditions set forth herein. The Company and the Holders agree that the Repurchase contemplated hereby is being effected in lieu of the exercise by the Holders of their redemption rights described in Section 11.01 of the Sixth Amended and Restated Limited Liability Company Agreement of the Company, dated as of September 1, 2022 (the “**LLC Agreement**”), and the exercise by the Company of its right of Cash Settlement (as defined in the LLC Agreement) described in Section 11.01 of the LLC Agreement in connection with the offering contemplated by the Underwriting Agreement (as defined below). The parties hereto (including the Corporation (as defined below)) further approve and consent to the transactions contemplated hereby.

Concurrently with this Repurchase Agreement (this “**Agreement**”), Permian Resources Corporation, a Delaware corporation and the managing member of the Company (the “**Corporation**”), is entering into an underwriting agreement, dated as of the date hereof (the “**Underwriting Agreement**”), with certain selling stockholders party thereto, including the Holders (together, the “**Selling Stockholders**”), and J.P. Morgan Securities LLC and Citigroup Global Markets Inc., as representatives of the several underwriters listed therein (the “**Underwriters**”), pursuant to which the Selling Stockholders have agreed to sell to the several Underwriters 27,500,000 shares (the “**Firm Shares**”) of the Corporation’s Class A common stock, par value \$0.0001 per share (the “**Class A Common Stock**”). The Selling Stockholders also agreed to sell to the several Underwriters, at the option of the Underwriters, an aggregate of not more than 4,125,000 additional shares (the “**Optional Shares**”) and, together with the Firm Shares, the “**Offered Shares**”) of Class A Common Stock.

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

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

(a) *The Subject Units.* Upon the terms and subject to the conditions set forth herein, the Company agrees to repurchase from NGP XI, NGP Pearl and Luxe, and each of NGP XI, NGP Pearl and Luxe agrees to sell to the Company, 712,397 Units, 355,619 Units and 1,681,984 Units, respectively, (collectively, the “**Subject Units**”). The Subject Units shall be sold to the Company at the Repurchase Price. As used herein, “**Repurchase Price**” shall mean \$10.6975 per Subject Unit and corresponding Subject Class C Share (as defined below). In connection with the Repurchase, each of the Holders agrees to surrender to the Corporation for cancellation a number of shares of Class C common stock, par value \$0.0001 per share, of the Corporation equal to the number of Subject Units such Holder delivers on the Closing Date (as defined below) (the “**Subject Class C Shares**”).

(b) *The Closing Date.* Payment for the Subject Units shall be made to the Holders in Federal or other funds immediately available in New York City against delivery of the Subject Units from each such Holder's account to the Company on March 10, 2023 (the "**Closing Date**"), or at such other time and on such other date as the Company and the Holders shall mutually agree in writing. Payment shall be made to the accounts that the Holders have previously notified the Company in writing.

(c) *Delivery of the Subject Units.* The Subject Units shall be delivered to the Company on the Closing Date for the account of the Company, and the Subject Class C Shares will be so surrendered.

(d) *Tax Treatment of the Repurchase.* The Corporation, the Company and the Holders agree for U.S. federal income tax purposes and for purposes of any applicable state income tax laws that incorporate or follow U.S. federal income tax principles, to treat the Repurchase of the Subject Units as a distribution of cash by the Company to the Holders to which Section 731 of the Internal Revenue Code of 1986, as amended (the "**Code**"), applies. The Corporation, the Company and the Holders agree to file all income tax returns consistent with the tax treatment described in this Section 1(d), and none of them shall take any tax position inconsistent with such tax treatment unless otherwise required by a final "determination" (as defined in Section 1313(a) of the Code).

(e) *Payment of Expenses.* The Corporation, the Company and the Holders agree that the Corporation will pay all legal fees and expenses of the Holders in connection with the transactions contemplated by this Agreement.

Section 2. *Representations of the Parties.*

(a) *Representations of the Holders.* Each Holder, severally and not jointly, represents and warrants to, and agrees with, the Company that:

- i. *Title to Securities.* The Holder has and on the Closing Date will have, valid and unencumbered title to the Subject Units to be delivered by such Holder on the Closing Date and full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Subject Units to be delivered by such Holder on the Closing Date hereunder; and upon the delivery of and payment for the Subject Units on the Closing Date hereunder the Company will acquire valid and unencumbered title to the Subject Units to be delivered by such Holder on the Closing Date.
- ii. *Absence of Further Requirements.* No consent, approval, authorization, or order of, or filing or registration with, any person (including any governmental agency or body or any court) is required to be obtained or made by the Holder for the consummation of the transactions contemplated by this Agreement in connection with the sale of the Subject Units, except filings by such Holder with the U.S. Securities and Exchange Commission in connection with such sale, such as have been obtained, or made, other than those that would not reasonably be expected, individually or in the aggregate, to have a material adverse effect.

- iii. *No Conflicts.* The execution, delivery and performance by the Holder of this Agreement, and the sale of the Subject Units will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Holder is a party or by which the Holder is bound or to which any property or asset of the Holder is subject, except as otherwise would not reasonably be expected, individually or in the aggregate, to have a material adverse effect, (ii) result in any violation of the provisions of the certificate of formation or limited liability company agreement or similar organizational documents of the Holder or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except as otherwise would not reasonably be expected, individually or in the aggregate, to have a material adverse effect.
 - iv. *Authorization of Agreement.* This Agreement has been duly authorized, executed and delivered by the Holder.
 - v. *Organization and Good Standing.* The Holder has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization.
- (b) *Representations of the Company.*
- i. *Authorization of Agreement.* The Company has full right, power and authority to enter into this Agreement and to purchase all of the Subject Units. This Agreement has been duly authorized, executed and delivered by the Company.
 - ii. *Absence of Further Requirements.* No consent, approval, authorization, or order of, or filing or registration with, any person (including any governmental agency or body or any court) is required to be obtained or made by the Company for the consummation of the transactions contemplated by this Agreement in connection with the purchase of the Subject Units, except such as have been obtained, or made, other than those that would not reasonably be expected, individually or in the aggregate, to have a material adverse effect.
 - iii. *No Conflicts.* The execution, delivery and performance by the Company of this Agreement, and the purchase of the Subject Units will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any property or asset

of the Company is subject, except as otherwise would not reasonably be expected, individually or in the aggregate, to have a material adverse effect, (ii) result in any violation of the provisions of the certificate of formation or limited liability company agreement or similar organizational documents of the Company or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except as otherwise would not reasonably be expected, individually or in the aggregate, to have a material adverse effect.

- iv. *Organization and Good Standing.* The Company has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization.
- v. *Available Funds.* On the Closing Date, the Company will have sufficient funds available to consummate the transactions contemplated hereby, including the purchase by the Company of all of the Subject Units.

Section 3. *Manager Approval.* Pursuant to Section 10.1(b) of the LLC Agreement, the Corporation, as the Company's Manager (such term as defined in the LLC Agreement), hereby consents to the transactions contemplated by this Agreement.

Section 4. *Conditions of the Obligations of the Company and the Holders.* The obligations of the Holders to deliver the Subject Units and of the Company to repurchase and pay for the Subject Units, in each case as provided herein, shall be subject to the timely performance by the Holders and the Company of each of their respective covenants and other obligations hereunder.

If the conditions specified in this Section 4 are not satisfied when and as required to be satisfied, this Agreement may be terminated by each Holder (so long as it is not in breach of its obligations pursuant to this Agreement), solely with respect to such Holder, by written notice to the Company or by the Company (so long as it is not in breach of its obligations pursuant to this Agreement) by written notice to each Holder at any time on or prior to the Closing Date, which termination shall be without liability on the part of either party to the other party, except that Section 8 shall at all times be effective and shall survive such termination. In addition, this Agreement shall automatically terminate if the Underwriting Agreement has been terminated, without any purchase of Class A Common Stock thereunder.

Section 5. *Notices.* All communications hereunder shall be in writing and shall be mailed, hand delivered or e-mailed and confirmed to the parties hereto as follows:

If to the Company:

Permian Resources Operating, LLC
300 N. Marienfeld St., Suite 1000
Midland, Texas 79701
E-mail: john.bell@permianres.com
Attention: John Bell

If to NGP XI:

NGP XI US Holdings, L.P.
2850 N. Harwood St., Suite 1900
Dallas, Texas 75201
E-mail: jzlotky@ngpenergy.com
Attention: General Counsel

If to NGP Pearl:

NGP Pearl Holdings II, LLC
2850 N. Harwood St., Suite 1900
Dallas, Texas 75201
E-mail: jzlotky@ngpenergy.com
Attention: General Counsel

If to Luxe:

Luxe Energy, LLC
2850 N. Harwood St., Suite 1900
Dallas, Texas 75201
E-mail: jzlotky@ngpenergy.com
Attention: General Counsel

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

Section 6. *Successors*. This Agreement will inure to the benefit of and be binding upon the parties hereto, and in each case their respective successors, and no other person will have any right or obligation hereunder. The term "successors" shall not include any purchaser of Units from any Holder merely by reason of such purchase.

Section 7. *Partial Unenforceability*. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

Section 8. *Governing Law Provisions*. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE. The Company and the Holders hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in any federal court of the District of Delaware or the Chancery Court of the State of Delaware (each, a "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of a Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in a Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in a Delaware Court has been brought in an improper or inconvenient forum.

Section 9. *General Provisions.* This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

[Signature pages follow.]

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

PERMIAN RESOURCES OPERATING, LLC

By: /s/ Guy M. Oliphint

Name: Guy M. Oliphint

Title: EVP and Chief Financial Officer

PERMIAN RESOURCES CORPORATION, for the purpose of consenting to the transfer of the Units by the Holders pursuant to Section 3 of this Agreement

By: /s/ Guy M. Oliphint

Name: Guy M. Oliphint

Title: EVP and Chief Financial Officer

[Signature Page to Repurchase Agreement]

HOLDER

NGP XI US HOLDINGS, L.P.

By: NGP XI Holdings GP, L.L.C., its general partner

By: /s/ Chris Carter

Name: Chris Carter

Title: Authorized Person

NGP PEARL HOLDINGS II, L.L.C.

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

LUXE ENERGY, LLC

By: /s/ Craig Glick

Name: Craig Glick

Title: Authorized Person

[Signature Page to Repurchase Agreement]

FORM OF LOCK-UP AGREEMENT**Permian Resources Corporation****Lock-Up Agreement****March [•], 2023**

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Re: Permian Resources Corporation—Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the “Representatives”), propose to enter into an agreement (the “Underwriting Agreement”) on behalf of the several Underwriters named in Schedule I to the Underwriting Agreement (collectively, the “Underwriters”), with Permian Resources Corporation, a Delaware corporation (the “Company”), and the Selling Stockholders named in Schedule II to the Underwriting Agreement (the “Selling Stockholders”), providing for a public offering (the “Public Offering”) of shares of Class A Common Stock, par value \$0.0001 per share (the “Stock”), of the Company (the “Shares”), by the Selling Stockholders pursuant to Registration Statements on Form S-3 (File Nos. 333-267338, 333-219739 and 333-214355) (the “Registration Statements”) filed with the Securities and Exchange Commission (the “SEC”).

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this agreement (this “Lock-Up Agreement”) and continuing to and including the date 60 days after the date set forth on the final prospectus used to sell the Shares (the “Stockholder Lock-Up Period”), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Stock of the Company, or any options or warrants to purchase any shares of Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Stock of the Company, whether now owned or hereafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC (collectively the “Undersigned’s Shares”). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned’s Shares even if such Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned’s Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Shares.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Shares (i) pursuant to the Underwriting Agreement, (ii) pursuant to any purchase of OpCo Units (as defined below) held by the undersigned by the Company or its subsidiaries expected to occur concurrently with the closing of the Public Offering, (iii) as a *bona fide* gift or gifts or charitable contribution, provided that the donee or donees thereof agree in writing to be bound by the restrictions set forth herein, (iv) to any trust, or other entity formed for estate planning purposes, for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees in writing to be bound by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, (v) in connection with transfers by testate or intestate succession, (vi) pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement or other final order of a court or regulatory agency, (vii) in connection with a repurchase by the Company or Permian Resources Operating, LLC ("OpCo"), or the redemption, conversion or cancellation of common units representing limited liability company interests ("OpCo Units") in OpCo or other securities convertible into or exchangeable or exercisable for Shares pursuant to the Sixth Amended and Restated Limited Liability Company Agreement of OpCo (it being understood that any Shares so issued shall be subject to this Lock-Up Agreement), (viii) pursuant to any exercise of options or vesting or exercise of any other equity-based award, in each case, outstanding at the time of the Public Offering, and in each case under the Company's equity incentive plan or any other plan or agreement described in the prospectus included or incorporated by reference in the Registration Statements, and the withholding of securities by the Company for the payment of taxes due upon such exercise or vesting, or, in the case of subclause (viii), such sale is effected pursuant to the Company's sell to cover policy solely in an amount sufficient to cover withholding taxes due in connection with such restricted stock units, provided that any securities received upon such exercise or vesting will also be subject to this Lock-Up Agreement, (ix) (a) the establishment of any written contract, instruction or plan that satisfies all of the requirements of Rule 10b5-1 (a "Rule 10b5-1 Plan") under the Securities Exchange Act of 1934, as amended (the "Exchange Act") or (b) sales pursuant to any Rule 10b5-1 Plan currently in effect on the date hereof; provided, however, that with respect to clause (a), no sales or transfers of securities shall be made pursuant to such a Rule 10b5-1 Plan prior to the expiration of the Stockholder Lock-Up Period and no public announcement or filing relating to the establishment of any Rule 10b5-1 Plan shall be voluntarily made during the Stockholder Lock-Up Period, (x) pursuant to transactions in the event of completion of a liquidation, merger, consolidation, stock exchange, reorganization, tender offer or other similar transaction which results in all of the Company's security holders having the right to exchange their shares of Stock for cash, securities or other property, provided that in the event that such liquidation, merger, consolidation, stock exchange, reorganization, tender offer or other similar transaction is not completed, the Undersigned's Shares shall remain subject to the provisions of this Lock-Up Agreement, (xi) in connection with the grant and maintenance of a bona fide lien, security interest, pledge or other similar encumbrance to a nationally or internationally recognized financial institution with assets of not less than \$10 billion in connection with a loan, provided that (a) the undersigned shall provide the Company prior written notice informing them of any public filing, report or announcement made by or on behalf of the undersigned with respect thereto and (b) any grant and maintenance of a bona fide lien, security interest, pledge or other similar encumbrance under this clause (xi) shall not (1) be in violation of the Insider Trading and Regulation FD Policy of the Company or (2) permit an exercise of the Stock serving as collateral in the event of default, and (xii) with the prior written consent of the Representatives on behalf of the Underwriters. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if the undersigned is a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, the undersigned may transfer the Undersigned's Shares to another corporation, partnership, limited liability company,

trust or other business entity that controls, is controlled by or is under common control or management with the undersigned (including, but not limited to, any member distribution), or to partners, limited liability company members, or stockholders of the undersigned, including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership, or by virtue of the laws of the state or jurisdiction of the entity's organization and the entity's organizational documents upon dissolution of the entity; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding the Undersigned's Shares subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of the Undersigned's Shares except in accordance with this Lock-Up Agreement; and provided, further, that any such transfer shall not involve a disposition for value; and provided, further, that in the case of any transfer or distribution pursuant to clause (iv), no filing by any party under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Stockholder Lock-Up Period); and provided, further, that in the case of any transfer or distribution pursuant to clause (iii), (v), (vi), or (viii), if any public report or filing under Section 16(a) of the Exchange Act is required in connection with such transfer, such report or filing shall clearly indicate in the footnotes thereto the reasons for such transfer or distribution and that the shares received upon the transfer or distribution are subject to a lock-up agreement with the Underwriters of the Public Offering, to the extent applicable to such transferee, and provided, further that no other public announcement or filing shall be required during the Stockholder Lock-Up Period.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the Undersigned's Shares described herein, are hereby authorized to decline to make any transfer of the Undersigned's Shares if such transfer would constitute a violation or breach of this Lock-Up Agreement.

It is understood that, if the Underwriting Agreement (other than the provisions thereof that survive the termination) shall terminate or be terminated prior to payment for and delivery of the Shares to be sold thereunder, the undersigned shall be automatically released from the obligations under this Lock-Up Agreement.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned hereby represents and warrants that it has full power and authority to enter into this Lock-Up Agreement. Except as otherwise provided in this Lock-Up Agreement, the undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

This Lock-Up Agreement and any claim, controversy or dispute arising under or related to this Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows.]

Very truly yours,

Exact Name of Stockholder

Authorized Signature

Title

[Signature Page to Lock-Up Agreement]