

**STATE OF NEW MEXICO  
DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES  
OIL CONSERVATION DIVISION**

**APPLICATION OF PERMIAN RESOURCES  
OPERATING, LLC FOR COMPULSORY  
POOLING, EDDY COUNTY, NEW MEXICO.**

**CASE NO. 25769**

**EXHIBIT INDEX**

**Compulsory Pooling Checklist**

<b>Exhibit A</b>	<b>Self-Affirmed Statement of Daniel Koury</b>
A-1	Application & Proposed Notice of Hearing
A-2	C-102 for the Well
A-3	Plat of Tracts, Tract Ownership, Applicable Lease Numbers, Unit Recapitulation, Pooled Parties
A-4	Sample Well Proposal Letter, AFE, and Communitization Agreement
A-5	Chronology of Contact
A-6	Ownership Commitment Exhibit
<b>Exhibit B</b>	<b>Self-Affirmed Statement of Shane Jarvie</b>
B-1	Regional Locator Map
B-2	Cross-Section Location Map
B-3	Subsea Structure Map
B-4	Stratigraphic Cross-Section
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<b>Exhibit C</b>	<b>Self-Affirmed Statement of Jaclyn M. McLean</b>
C-1	Notice Letter to All Interested Parties Sent November 10, 2025 & November 11, 2025
C-2	Postal Delivery Report
C-3	Electronic Return Receipts
C-4	Affidavit of Publication for November 15, 2025

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served upon the following counsel of record by electronic mail on February 26, 2026.

Adam G. Rankin  
Paula M. Vance  
A. Raylee Starnes  
HOLLAND & HART, LLP  
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*Attorneys for Mewbourne Oil Company*

/s/ Dana S. Hardy  
Dana S. Hardy

<b>COMPULSORY POOLING APPLICATION CHECKLIST</b>	
<b>ALL INFORMATION IN THE APPLICATION MUST BE SUPPORTED BY SIGNED AFFIDAVITS</b>	
<b>Case: 25769</b>	<b>APPLICANT'S RESPONSE</b>
<b>Date: March 5, 2026</b>	
Applicant	Permian Resources Operating, LLC
Designated Operator & OGRID (affiliation if applicable)	Permian Resources Operating, LLC (OGRID No. 372165)
Applicant's Counsel:	Hardy McLean LLC
Case Title:	Application of Permian Resources Operating, LLC for Compulsory Pooling, Eddy County, New Mexico.
Entries of Appearance/Intervenors:	Mewbourne Oil Company
Well Family	GTO Fed Com
<b>Formation/Pool</b>	
Formation Name(s) or Vertical Extent:	Wolfcamp
Primary Product (Oil or Gas):	Gas
Pooling this vertical extent:	Wolfcamp
Pool Name and Pool Code:	Avalon; Wolfcamp (Gas) Pool (Code 71120)
Well Location Setback Rules:	Statewide
<b>Spacing Unit</b>	
Type (Horizontal/Vertical)	Horizontal
Size (Acres)	1,286.80-acres
Building Blocks:	Half-sections
Orientation:	East-West
Description: TRS/County	All of Sections 29 and 30, Township 21 South, Range 26 East, Eddy County.
Standard Horizontal Well Spacing Unit (Y/N), If No, describe <u>and is approval of non-standard unit requested in this application?</u>	Yes.
<b>Other Situations</b>	
Depth Severance: Y/N. If yes, description	N/A
Proximity Tracts: If yes, description	Yes. The completed interval of the GTO Fed Com 212H well will be located within 330' of the quarter-quarter section line separating the N/2 and S/2 of Sections 29 and 30 to allow for the creation of a 1,286.80-acre standard, horizontal spacing unit.
Proximity Defining Well: if yes, description	GTO Fed Com 212H
Applicant's Ownership in Each Tract	Exhibit A-3
<b>Well(s)</b>	
Name & API (if assigned), surface and bottom hole location, footages, completion target, orientation, completion status (standard or non-standard)	Add wells as needed
Well #1	GTO Fed Com 212H SHL: 1,063' FSL & 717' FWL (Lot 4), Section 19, T21S-R26E BHL: 2,410' FNL & 100' FEL (Lot 8), Section 29, T21S-R26E Completion Target: Wolfcamp (Approx. 8,085' TVD)
<b>AFE Capex and Operating Costs</b>	
Drilling Supervision/Month \$	\$10,000
Production Supervision/Month \$	\$1,000
Justification for Supervision Costs	Exhibit A-5
Requested Risk Charge	200%
<b>Notice of Hearing</b>	
Proposed Notice of Hearing	Exhibit A-1
Proof of Mailed Notice of Hearing (20 days before hearing)	Exhibits C-1, C-2, C-3
Proof of Published Notice of Hearing (10 days before hearing)	Exhibit C-4
<b>Ownership Determination</b>	
Land Ownership Schematic of the Spacing Unit	Exhibit A-3
Tract List (including lease numbers and owners)	Exhibit A-3
If approval of Non-Standard Spacing Unit is requested, Tract List (including lease numbers and owners) of Tracts subject to notice requirements.	N/A
Pooled Parties (including ownership type)	Exhibit A-3
Unlocatable Parties to be Pooled	N/A
Ownership Depth Severance (including percentage above & below)	N/A
<b>Joinder</b>	
Sample Copy of Proposal Letter	Exhibit A-4
List of Interest Owners (ie Exhibit A of JOA)	Exhibit A-3
Chronology of Contact with Non-Joined Working Interests	Exhibit A-5
Overhead Rates In Proposal Letter	Exhibit A-4
Cost Estimate to Drill and Complete	Exhibit A-4

Cost Estimate to Equip Well	Exhibit A-4
Cost Estimate for Production Facilities	Exhibit A-4
<b>Geology</b>	
Summary (including special considerations)	Exhibit B
Spacing Unit Schematic	Exhibit B-1
Gunbarrel/Lateral Trajectory Schematic	Exhibit B-5
Well Orientation (with rationale)	Exhibit B
Target Formation	Exhibit B
HSU Cross Section	Exhibit B-2
Depth Severance Discussion	N/A
<b>Forms, Figures and Tables</b>	
C-102	Exhibit A-2
Tracts	Exhibit A-3
Summary of Interests, Unit Recapitulation (Tracts)	Exhibit A-3
General Location Map (including basin)	Exhibit B-1
Well Bore Location Map	Exhibit B-1
Structure Contour Map - Subsea Depth	Exhibit B-3
Cross Section Location Map (including wells)	Exhibit B-2
Cross Section (including Landing Zone)	Exhibit B-4
<b>Additional Information</b>	
Special Provisions/Stipulations	N/A
<b>CERTIFICATION: I hereby certify that the information provided in this checklist is complete and accurate.</b>	
<b>Printed Name</b> (Attorney or Party Representative):	Dana S. Hardy
<b>Signed Name</b> (Attorney or Party Representative):	/s/ Dana S. Hardy
<b>Date:</b>	2/25/2026

**STATE OF NEW MEXICO  
DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES  
OIL CONSERVATION DIVISION**

**APPLICATION OF PERMIAN RESOURCES  
OPERATING, LLC FOR COMPULSORY POOLING,  
EDDY COUNTY, NEW MEXICO.**

**CASE NO. 25769**

**SELF-AFFIRMED STATEMENT  
OF DANIEL KOURY**

1. I am employed by Permian Resources Operating, LLC (“Permian Resources”) as a Land Professional. I am over 18 years of age, have personal knowledge of the matters addressed herein, and am competent to provide this Self-Affirmed Statement. I have previously testified before the New Mexico Oil Conservation Division (“Division”) and my credentials as an expert in petroleum land matters were accepted and made a matter of record.

2. Copies of Permian Resources’ application and proposed hearing notice are attached as **Exhibit A-1**.

3. None of the parties proposed to be pooled in this case indicated opposition to this matter proceeding by affidavit; therefore, I do not expect any opposition at the hearing.

4. Permian Resources seeks to pool all uncommitted interests in the Wolfcamp formation underlying a 1,286.80-acre, more or less, standard horizontal spacing unit comprised of all of Sections 29 and 30, Township 21 South, Range 26 East, Eddy County, New Mexico (“Unit”).

5. The Unit will be dedicated to the **GTO Fed Com 212H** well (“Well”), which will produce from a first take point in Lot 2 (SW/4 NW/4 equivalent) of Section 30 to a last take point in Lot 8 (SE/4 NE/4 equivalent) of Section 29.

6. The completed interval of the Well will be orthodox.

**Permian Resources Operating, LLC  
Case No. 25769  
Exhibit A**

7. The completed interval of the **GTO Fed Com 212H** well will be located within 330' of the half-section line separating the N/2 and S/2 of Sections 29 and 30 to allow for the creation of a 1,286.80-acre standard, horizontal spacing unit.

8. **Exhibit A-2** contains the C-102 for the Well.

9. **Exhibit A-3** contains a plat identifying ownership by tract in the Unit. This exhibit also includes any applicable lease numbers, a unit recapitulation, and the interests Permian Resources seeks to pool highlighted in yellow.

10. Permian Resources has conducted a diligent search of all county public records, including phone directories and computer databases, as well as internet searches, to locate the interest owners it seeks to pool.

11. **Exhibit A-4** contains a sample well proposal letter and AFE sent to working interest owners for the Well. The estimated costs reflected on the AFE are fair and reasonable and comparable to the cost of other wells of similar depth and length drilled in the subject formation in the area. Exhibit A-4 also contains a sample Communitization Agreement, sent to the Record Title Owners Permian Resources seeks to pool.

12. In my opinion, Permian Resources made a good-faith effort to reach voluntary joinder of uncommitted interests in the Well as indicated by the chronology of contact described in **Exhibit A-5**.

13. As operator of the Unit and the Well, Permian Resources requests overhead and administrative rates of \$10,000 per month while the Well is being drilled and \$1,000 per month while the Well is producing. These rates are fair and are comparable to the rates charged by Permian Resources and other operators in the vicinity.

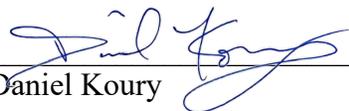
14. The Ownership Commitment Exhibit is attached as **Exhibit A-6**. This exhibit includes a list of all owners in the Unit and identifies each owner's ownership status, whether the

owner has committed to the proposed spacing unit, and the type of commitment, *i.e.*, whether a signed letter of commitment, joint operating agreement, or verbal agreement. Exhibit A-6 also identifies when notice of this hearing was sent to each interest owner by our outside counsel, Hardy McLean LLC.

15. The attached exhibits were either prepared by me or under my supervision or were compiled from company business records.

16. In my opinion, the granting of Permian Resources' application would serve the interests of conservation, the protection of correlative rights, and the prevention of waste.

17. I understand this Self-Affirmed Statement will be used as written testimony in this case. I affirm that my testimony above is true and correct and is made under penalty of perjury under the laws of the State of New Mexico. My testimony is made as of the date next to my electronic signature below.

  
Daniel Koury

12/11/2025  
Date

**STATE OF NEW MEXICO  
DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES  
OIL CONSERVATION DIVISION**

**APPLICATION OF PERMIAN RESOURCES  
OPERATING, LLC FOR COMPULSORY POOLING,  
EDDY COUNTY, NEW MEXICO.**

**CASE NO. 25769**

**APPLICATION**

Pursuant to NMSA 1978, Section 70-2-17, Permian Resources Operating, LLC (OGRID No. 372165) (“Permian Resources” or “Applicant”) applies for an order pooling all uncommitted interests in the Wolfcamp formation underlying a 1,286.80-acre, more or less, standard horizontal spacing unit comprised of all of Sections 29 and 30, Township 21 South, Range 26 East, Eddy County, New Mexico (“Unit”). In support of this application, Permian Resources states the following:

1. Applicant is a working interest owner in the Unit and has the right to drill wells thereon.
2. The Unit will be dedicated to the **GTO Fed Com 212H** well (“Well”), which will produce from a first take point in Lot 2 (SW/4 NW/4 equivalent) of Section 30 to a last take point in Lot 8 (SE/4 NE/4 equivalent) of Section 29.
3. The completed interval of the Well will be orthodox.
4. The completed interval of the **GTO Fed Com 212H** well will be located within 330’ of the half-section line separating the N/2 and S/2 of Sections 29 and 30 to allow for the creation of a 1,286.80-acre standard, horizontal spacing unit.
5. Applicant has undertaken diligent, good-faith efforts to obtain voluntary agreements from all interest owners to participate in the drilling of the Well but has been unable to obtain voluntary agreements from all interest owners.

**Permian Resources Operating, LLC  
Case No. 25769  
Exhibit A-1**

6. The pooling of uncommitted interests will avoid the drilling of unnecessary wells, prevent waste, and protect correlative rights.

7. In order to allow Applicant to obtain its just and fair share of the oil and gas underlying the subject lands, all uncommitted interests in the Unit should be pooled and Applicant should be designated as the operator of the Well and Unit.

WHEREFORE, Applicant requests that this application be set for hearing before an Examiner of the Oil Conservation Division on December 4, 2025, and, after notice and hearing as required by law, the Division enter an order:

- A. Pooling all uncommitted interests in the Unit;
- B. Approving the Well in the Unit;
- C. Designating Applicant as operator of the Unit and the Well to be drilled thereon;
- D. Authorizing Applicant to recover its costs of drilling, equipping and completing the Well;
- E. Approving the actual operating charged and costs of supervision while drilling and after completion, together with a provision adjusting the rated pursuant to the COPAS accounting procedures; and
- F. Imposing a 200% penalty for the risk assumed by Applicant in drilling and completing the Well against any working interest owner who does not voluntarily participate in the drilling of the Well.

Respectfully submitted,

HARDY MCLEAN LLC

/s/ Dana S. Hardy

Dana S. Hardy

Jaclyn M. McLean  
Yarithza Peña  
125 Lincoln Ave, Ste. 223  
Santa Fe, NM 87501  
Phone: (505) 230-4410  
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ypena@hardymclean.com

ATTORNEYS FOR PERMIAN RESOURCES  
OPERATING, LLC

**Application of Permian Resources Operating, LLC for Compulsory Pooling, Eddy County, New Mexico.** Applicant seeks an order pooling all uncommitted interests in the Wolfcamp formation underlying a 1,286.80-acre, more or less, standard horizontal spacing unit comprised of all of Sections 29 and 30, Township 21 South, Range 26 East, Eddy County, New Mexico (“Unit”). The Unit will be dedicated to the **GTO Fed Com 212H** well (“Well”), which will produce from a first take point in Lot 2 (SW/4 NW/4 equivalent) of Section 30 to a last take point in Lot 8 (SE/4 NE/4 equivalent) of Section 29. The completed interval of the Well will be orthodox. The completed interval of the **GTO Fed Com 212H** well will be located within 330’ of the half-section line separating the N/2 and S/2 of Sections 29 and 30 to allow for the creation of a 1,286.80-acre standard, horizontal spacing unit. Also to be considered will be the cost of drilling and completing the Well and the allocation of the cost, the designation of Applicant as operator of the Well, and a 200% charge for the risk involved in drilling and completing the Well. The Well is located approximately 1.5 miles northwest of Carlsbad, New Mexico.

<p><b>C-102</b></p> <p>Submit Electronically Via OCD Permitting</p>	<p>State of New Mexico Energy, Minerals &amp; Natural Resources Department <b>OIL CONSERVATION DIVISION</b></p>	<p><b>Exhibit A-2</b> Revised July 9, 2024</p> <p>Submittal Type:</p> <p><input checked="" type="checkbox"/> Initial Submittal <input type="checkbox"/> Amended Report <input type="checkbox"/> As Drilled</p>
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WELL LOCATION INFORMATION

API Number	Pool Code <b>71120</b>	Pool Name <b>AVALON; WOLFCAMP (GAS)</b>
Property Code	Property Name <b>GTO FED COM</b>	Well Number <b>212H</b>
OGRID No. <b>372165</b>	Operator Name <b>PERMIAN RESOURCES OPERATING, LLC</b>	Ground Level Elevation <b>3,421'</b>
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

Surface Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
	<b>19</b>	<b>21S</b>	<b>26E</b>	<b>LOT 4</b>	<b>1,063' FSL</b>	<b>717' FWL</b>	<b>32.460732°</b>	<b>-104.338610°</b>	<b>EDDY</b>

Bottom Hole Location

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
	<b>29</b>	<b>21S</b>	<b>26E</b>	<b>LOT 8</b>	<b>2,410' FNL</b>	<b>100' FEL</b>	<b>32.451612°</b>	<b>-104.306610°</b>	<b>EDDY</b>

Dedicated Acres <b>1,286.80</b>	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
	<b>19</b>	<b>21S</b>	<b>26E</b>	<b>LOT 4</b>	<b>1,063' FSL</b>	<b>717' FWL</b>	<b>32.460732°</b>	<b>-104.338610°</b>	<b>EDDY</b>

First Take Point (FTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
	<b>30</b>	<b>21S</b>	<b>26E</b>	<b>LOT 2</b>	<b>2,410' FNL</b>	<b>100' FWL</b>	<b>32.451126°</b>	<b>-104.340580°</b>	<b>EDDY</b>

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
	<b>29</b>	<b>21S</b>	<b>26E</b>	<b>LOT 8</b>	<b>2,410' FNL</b>	<b>100' FEL</b>	<b>32.451612°</b>	<b>-104.306610°</b>	<b>EDDY</b>

Unitized Area or Area of Uniform Interest	Spacing Unit Type <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation:
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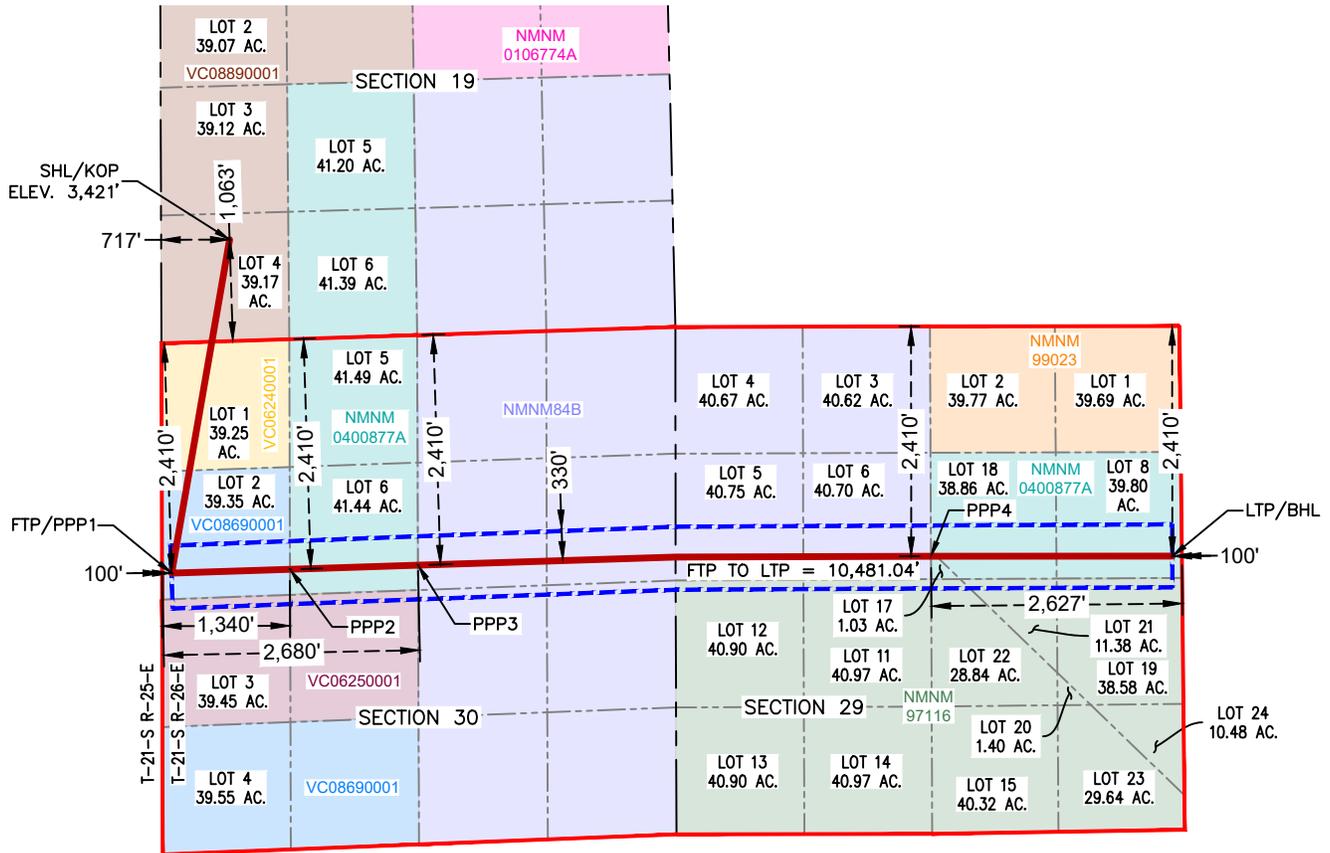
<p><b>OPERATOR CERTIFICATIONS</b></p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</p>	<p><b>SURVEYOR CERTIFICATIONS</b></p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <div style="text-align: center;">  <p>Date: 11/20/2025</p> </div>		
Signature _____ Date _____	Signature and Seal of Professional Surveyor		
Printed Name _____	Certificate Number <b>12177</b>	Date of Survey <b>11/20/2025</b>	Revision Number <b>3</b>
Email Address _____			

Note: No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

ACREAGE DEDICATION PLATS

This grid represents a standard section. You may superimpose a non-standard section, or larger area, over this grid. Operators must outline the dedicated acreage in a red box, clearly show the well surface location and bottom hole location, if it is directionally drilled, with the dimensions from the section lines in the cardinal directions. If this is a horizontal wellbore show on this plat the location of the First Take Point and Last Take Point, and the point within the Completed interval (other than the First Take Point or Last Take Point) that is closest to any outer boundary of the tract.

Surveyors shall use the latest United States government survey or dependent resurvey. Well locations will be in reference to the New Mexico Principal Meridian. If the land is not surveyed, contact the OCD Engineering Bureau. Independent subdivision surveys will not be acceptable.



**GTO FED COM 212H**

**SURFACE HOLE LOCATION & KICK-OFF POINT**  
 1,063' FSL & 717' FWL  
 ELEV. = 3,421'

NAD 83 X = 539,710.01'  
 NAD 83 Y = 531,345.19'  
 NAD 83 LAT = 32.460732°  
 NAD 83 LONG = -104.338610°  
 NAD 27 X = 498,529.84'  
 NAD 27 Y = 531,285.51'  
 NAD 27 LAT = 32.460616°  
 NAD 27 LONG = -104.338100°

**FIRST TAKE POINT & PENETRATION POINT 1**  
 2,410' FNL & 100' FWL

NAD 83 X = 539,102.33'  
 NAD 83 Y = 527,850.58°  
 NAD 83 LAT = 32.451126°  
 NAD 83 LONG = -104.340580°  
 NAD 27 X = 497,922.09°  
 NAD 27 Y = 527,791.02°  
 NAD 27 LAT = 32.451010°  
 NAD 27 LONG = -104.340070°

**PENETRATION POINT 2**  
 2,410' FNL & 1,340' FWL

NAD 83 X = 540,342.04°  
 NAD 83 Y = 527,890.52°  
 NAD 83 LAT = 32.451236°  
 NAD 83 LONG = -104.336561°  
 NAD 27 X = 499,161.77°  
 NAD 27 Y = 527,830.92°  
 NAD 27 LAT = 32.451120°  
 NAD 27 LONG = -104.336051°

**PENETRATION POINT 3**  
 2,410' FNL & 2,680' FWL

NAD 83 X = 541,682.07°  
 NAD 83 Y = 527,933.67°  
 NAD 83 LAT = 32.451354°  
 NAD 83 LONG = -104.332216°  
 NAD 27 X = 500,501.78°  
 NAD 27 Y = 527,874.05°  
 NAD 27 LAT = 32.451238°  
 NAD 27 LONG = -104.331707°

**PENETRATION POINT 4**  
 2,410' FNL & 2,627' FEL

NAD 83 X = 547,053.25°  
 NAD 83 Y = 528,026.71°  
 NAD 83 LAT = 32.451609°  
 NAD 83 LONG = -104.314803°  
 NAD 27 X = 505,872.82°  
 NAD 27 Y = 527,966.99°  
 NAD 27 LAT = 32.451492°  
 NAD 27 LONG = -104.314295°

**LAST TAKE POINT & BOTTOM HOLE LOCATION**  
 2,410' FNL & 100' FEL

NAD 83 X = 549,580.66°  
 NAD 83 Y = 528,028.58°  
 NAD 83 LAT = 32.451612°  
 NAD 83 LONG = -104.306610°  
 NAD 27 X = 508,400.17°  
 NAD 27 Y = 527,968.82°  
 NAD 27 LAT = 32.451496°  
 NAD 27 LONG = -104.306101°

Permian Resources Operating, LLC  
GTO Fed Com 212H  
Wolfcamp

Township 21 South – Range 26 East N.M.P.M.

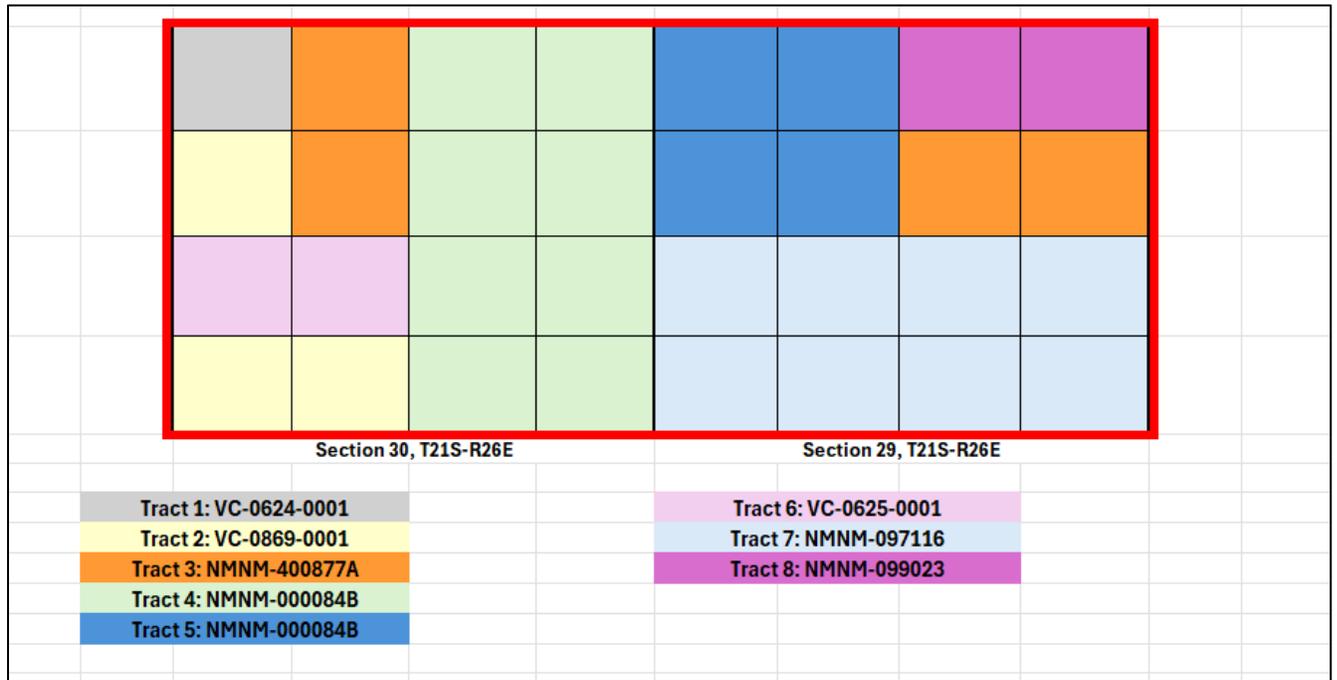
Section 29: All

Section 30: All

Eddy County, New Mexico

Wolfcamp Formation

1,286.80 acres, more or less



Permian Resources Operating, LLC  
Case No. 25769  
Exhibit A-3

Permian Resources Operating, LLC  
GTO Fed Com 212H  
Wolfcamp

**Tract 1: NMSLO VC-0624-0001**

Lot 1 (NW/4NW/4) of Section 30, T21S-R26E

Containing 39.25 acres, more or less

<b>Party</b>	<b>Interest</b>
Permian Resources Operating, LLC	100.000000%
Permian Resources Operating, LLC	Record Title
<hr/>	
Total	100.000000%

**Tract 2: NMSLO VC-0869-0001**

Lot 2 (SW/4NW/4) Lot 4 (SW/4SW/4), SE/4SW/4 of Section 30, T21S-R26E

Containing 118.90 acres, more or less

<b>Party</b>	<b>Interest</b>
Permian Resources Operating, LLC	100.000000%
Permian Resources Operating, LLC	Record Title
<hr/>	
Total	100.000000%

**Tract 3: NMNM-400877A**

Lot 5 &amp; 6 (E/2NW/4), Lot 8, 17 &amp; 18 (S/2NE/4) of Section 29, T21S-R26E

Containing 162.62 acres, more or less

<b>Party</b>	<b>Interest</b>
XTO Holdings, LLC	100.000000%
XTO Holdings, LLC	Record Title
<hr/>	
Total	100.000000%

**Tract 4: NMNM-000084B**

E/2 of Section 30, T21S-R26E

Containing 320.00 acres, more or less

<b>Party</b>	<b>Interest</b>
Permian Resources Operating, LLC	100.000000%
Permian Resources Operating, LLC	Record Title
<hr/>	
Total	100.000000%

**Tract 5: NMNM-000084B**

Lot 3-6 (NW/4) Section 29, T21S-R26E

Containing 162.74 acres, more or less

<b>Party</b>	<b>Interest</b>
Permian Resources Operating, LLC	100.000000%
Permian Resources Operating, LLC	Record Title
<hr/>	
Total	100.000000%

Permian Resources Operating, LLC  
GTO Fed Com 212H  
Wolfcamp

**Tract 6: NMSLO VC-0625-0001**

Lot 3 (NW/4SW/4), NE/4SW/4 of Section 30, T21S-R26E

Containing 79.45 acres, more or less

<b>Party</b>	<b>Interest</b>
Permian Resources Operating, LLC	100.000000%
Permian Resources Operating, LLC	Record Title
Total	100.000000%

**Tract 7: NMNM-097116**

Lot 11-15, 19-24 (S/2) of Section 29, T21S-R26E

Containing 324.38 acres, more or less

<b>Party</b>	<b>Interest</b>
Permian Resources Operating, LLC	100.000000%
Permian Resources Operating, LLC	Record Title
Total	100.000000%

**Tract 8: NMNM-099023**

Lot 1 & 2 (N/2NE/4) Section 29, T21S-R26E

Containing 79.46 acres, more or less

<b>Party</b>	<b>Interest</b>
Mewbourne Oil Company	100.000000%
Devon Energy Production Co, LP	Record Title
Total	100.000000%

Permian Resources Operating, LLC  
GTO Fed Com 212H  
Wolfcamp

**Unit Recapitulation**

<b>Party</b>	<b>Interest</b>
Permian Resources Operating, LLC	81.187441%
XTO Holdings, LLC	12.637551%
Mewbourne Oil Company	6.175008%
Permian Resources Operating, LLC	Record Title
XTO Holdings, LLC	Record Title
Devon Energy Production Co, LP	Record Title
Total	100.000000%
Total Committed to Unit	87.362449%
Total Seeking to Pool	12.637551%
Parties Seeking to Pool	



300 N. MARIENFELD STREET, SUITE 1000  
MIDLAND, TX 79701

OFFICE 432.695.4222  
FAX 432.695.4063

September 24, 2025

XTO Holdings, LLC  
22777 Springwoods Village Parkway  
Spring, TX 77389

**RE: Well Proposals – GTO Fed Com**  
All of Sections 29 & 30, T21S-R26E  
Eddy County, New Mexico

To Whom It May Concern:

Permian Resources Operating, LLC (“Permian”), as Operator, hereby proposes the drilling and completion of the following wells, at the following approximate locations within All of Sections 29 & 30, Township 21 South, Range 26 East:

**1. GTO Fed Com 131H**

SHL: W/2 of Section 19, T21S-R26E  
BHL: 330’ FNL & 100’ FEL of Section 29  
FTP: 330’ FNL & 100’ FWL of Section 30  
LTP: 330’ FNL & 100’ FEL of Section 29  
TVD: Approximately 7,971’  
TMD: Approximately 18,256’  
Targeted Interval: TBSG  
Total Cost: See attached AFE

**2. GTO Fed Com 132H**

SHL: W/2 of Section 19, T21S-R26E  
BHL: 1640’ FNL & 100’ FEL of Section 29  
FTP: 1640’ FNL & 100’ FWL of Section 30  
LTP: 1640’ FNL & 100’ FEL of Section 29  
TVD: Approximately 7,971’  
TMD: Approximately 18,256’  
Targeted Interval: TBSG  
Total Cost: See attached AFE

**3. GTO Fed Com 211H**

SHL: W/2 of Section 19, T21S-R26E  
BHL: 1,000’ FNL & 100’ FEL of Section 29  
FTP: 1,000’ FNL & 100’ FWL of Section 30  
LTP: 1,000’ FNL & 100’ FEL of Section 29  
TVD: Approximately 8,085’  
TMD: Approximately 18,370’  
Targeted Interval: WFMP A  
Total Cost: See attached AFE

**4. GTO Fed Com 212H**

**Permian Resources Operating, LLC**  
**Case No. 25769**  
**Exhibit A-4**

SHL: W/2 of Section 19, T21S-R26E  
BHL: 2410' FNL & 100' FEL of Section 29  
FTP: 2410' FNL & 100' FWL of Section 30  
LTP: 2410' FNL & 100' FEL of Section 29  
TVD: Approximately 8,085'  
TMD: Approximately 18,370'  
Targeted Interval: WFMP A  
Total Cost: See attached AFE

**5. GTO Fed Com 213H**

SHL: E/2 of Section 29, T21S-R26E  
BHL: 1640' FSL & 100' FWL of Section 30  
FTP: 1640' FSL & 100' FEL of Section 29  
LTP: 1640' FSL & 100' FWL of Section 30  
TVD: Approximately 8,085'  
TMD: Approximately 18,370'  
Targeted Interval: WFMP A  
Total Cost: See attached AFE

**6. GTO Fed Com 214H**

SHL: E/2 of Section 29, T21S-R26E  
BHL: 330' FSL & 100' FWL of Section 30  
FTP: 330' FSL & 100' FEL of Section 29  
LTP: 330' FSL & 100' FWL of Section 30  
TVD: Approximately 8,085'  
TMD: Approximately 18,370'  
Targeted Interval: WFMP A  
Total Cost: See attached AFE

The locations, TVDs, and targets are approximate and subject to change dependent on surface or subsurface issues encountered. Permian is proposing to drill these wells under the modified terms of the 1989 AAPL Operating Agreement and a form of said Operating Agreement will be provided upon request. The Operating Agreement has the following general provisions:

- 100%/300%/300% non-consent provisions
- \$10,000/\$1,000 drilling and producing rates
- Permian Resources Operating, LLC named as Operator

Please indicate your election to participate in the drilling and completion of the proposed well(s) on the enclosed ballot. Please sign and return this letter, a signed copy of the proposed AFE, and your geologic well requirements.

In the interest of time, should we not reach an agreement within thirty (30) days of the date of your receipt of this letter, Permian will apply to the New Mexico Oil Conservation Division for compulsory pooling of your interest into a spacing unit for the proposed wells. If you do not wish to participate, Permian would be interested in acquiring your interest in the subject lands which is subject to further mutually agreeable negotiation.

Thank you for your time and consideration, if you have any questions at all, please don't

hesitate to contact Daniel Koury at 432-634-5988 or Daniel.koury@permianres.com.

Respectfully,

**PERMIAN RESOURCES OPERATING, LLC**

A handwritten signature in blue ink, appearing to read "Daniel Koury". The signature is fluid and cursive, with the first name "Daniel" and last name "Koury" clearly distinguishable.

Daniel Koury  
Senior Landman

*Enclosures*

***Elections on page to follow.***

**Elections:**

<b>Well Elections:</b> <i>(Please indicate your responses in the spaces below)</i>		
<b>Well(s)</b>	<b>Elect to Participate</b>	<b>Elect to <u>NOT</u> Participate</b>
GTO Fed Com 131H		
GTO Fed Com 132H		
GTO Fed Com 211H		
GTO Fed Com 212H		
GTO Fed Com 213H		
GTO Fed Com 214H		

Company Name (If Applicable):

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



300 N. MARIENFELD STREET, SUITE 1000  
MIDLAND, TX 79701

OFFICE 432.695.4222  
FAX 432.695.4063

**Participate / Rejection Declaration**

Please return this page to Permian Resources by the date specified in the letter, signed indicating your election to either participate in or reject this insurance program. If you reject the insurance coverage arranged by Permian, then, to the extent that Permian has an obligation to secure any such insurance on your behalf under any applicable agreements or otherwise, Permian will be relieved of such obligation, and Permian will assume that you maintain appropriate levels of insurance and will provide a current Certificate of Insurance upon request. If you fail to make an election within 30 days from receipt of this notice, you will be deemed a participant in the program as detailed on the attached and billed for your percentage participation as such.

- I hereby elect to participate in the insurance coverage arranged by Permian Resources, and understand that I will be charged for such participation.
- I hereby elect to reject the insurance coverage arranged by Permian Resources.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title

<b>AFE Number:</b>		<b>Description:</b>	GTO FED COM 212H
<b>AFE Name:</b>	GTO Fed Com 212H	<b>AFE TYPE:</b>	Drill and Complete
<b>Well Operator:</b>	PERMIAN RESOURCES		
<b>Operator AFE #:</b>			

<u>Account</u>	<u>Description</u>	<u>Gross Est. (\$)</u>
<b>Artificial Lift Tangible</b>		
8065.3200	TAL - COMM, TELEMETRY & AUTOMA	\$11,000.00
8065.2500	TAL - VALVES/CONNECTIONS/FTGS	\$16,500.00
8065.2000	TAL - WELLHEAD EQUIPMENT	\$66,000.00
8065.1100	TAL - TUBING	\$71,500.00
8065.2300	TAL - GAS LIFT INJECTION LINE & INSTALL	\$88,000.00
8065.1320	TAL - GAS LIFT EQUIPMENT/INSTALL	\$33,000.00
8065.2400	TAL - COMPRESSOR INSTALL & STARTUP	\$77,000.00
8065.3100	TAL - MEASUREMENT EQUIPMENT	\$33,000.00
	<b>Sub-total</b>	<b>\$396,000.00</b>
<b>Drilling Intangible</b>		
8015.1700	IDC - DAYWORK CONTRACT	\$516,120.00
8015.5200	IDC - CONTINGENCY	\$111,152.93
8015.1400	IDC - ROAD, LOCATIONS, PITS	\$149,187.50
8015.2000	IDC - CONDUCTOR HOLE & SERVICE	\$46,750.00
8015.3400	IDC - MATERIALS & SUPPLIES	\$5,500.00
8015.2150	IDC - DRILL BIT	\$107,800.00
8015.4200	IDC - MANCAMP	\$34,320.00
8015.1500	IDC - RIG MOB / TRUCKING	\$128,562.50
8015.2350	IDC - FUEL/MUD	\$73,167.19
8015.1100	IDC - STAKING & SURVEYING	\$16,500.00
8015.3100	IDC - CASING CREW & TOOLS	\$52,250.00
8015.1000	IDC - PERMITS,LICENSES,ETC	\$16,500.00
8015.1300	IDC - SURFACE DAMAGE / ROW	\$38,500.00
8015.1600	IDC - RIG MOB / STANDBY RATE	\$40,480.00
8015.4300	IDC - WELLSITE SUPERVISION	\$76,560.00
8015.1900	IDC - DIRECTNL DRILL & SURVEY	\$217,387.50
8015.5000	IDC - WELL CONTROL INSURANCE	\$7,260.00
8015.2200	IDC - BITS, TOOLS, STABILIZERS	\$56,100.00
8015.3200	IDC - CONTRACT LABOR/ROUSTABOUT	\$29,700.00
8015.4600	IDC - SAFETY / ENVIRONMENTAL	\$14,520.00
8015.1200	IDC - LEGAL, TITLE SERVICES	\$14,300.00
8015.3700	IDC - DISPOSAL	\$113,740.00
8015.3000	IDC - CEMENT SERV/FLOAT EQUIP	\$157,520.00
8015.2700	IDC - INSPECTION, TESTING & REPAIR	\$40,700.00
8015.3600	IDC - SOLIDS CONTROL/ CLOSED LOOP SYSTEM	\$51,892.50
8015.2500	IDC - MUD/CHEMICALS/ACIDIZING	\$185,433.90
8015.4100	IDC - RENTAL EQUIPMENT	\$110,000.00
8015.1310	IDC - PERMANENT EASEMENT	\$13,200.00
8015.3800	IDC - WELLHEAD PREPARE/REPAIR	\$13,750.00
8015.2300	IDC - FUEL / POWER	\$106,064.07

<u>Account</u>	<u>Description</u>	<u>Gross Est. (\$)</u>
8015.3500	IDC - TRUCKING/VACUUM/ TRANSP	\$19,800.00
8015.2400	IDC - RIG WATER	\$16,500.00
	<b>Sub-total</b>	<b>\$2,581,218.09</b>
<b>Facilities</b>		
8035.3600	FAC - ELECTRICAL	\$55,000.00
8035.3800	FAC - FLARE/COMBUSTER	\$152,777.90
8035.3400	FAC - METERS	\$30,922.10
8035.3100	FAC - VRU RENTAL	\$1,833.70
8035.3200	FAC - VALVES FITTINGS & PIPE	\$85,555.80
8035.3500	FAC - COMPRESSOR	\$4,888.40
8035.2100	FAC - INSPECTION & TESTING	\$611.60
8035.1310	FAC - PERMANENT EASEMENT/ROW	\$9,166.30
8035.1600	FAC - TRANSPORTATION TRUCKING	\$2,444.20
8035.1300	FAC - SURFACE DAMAGE	\$1,222.10
8035.3700	FAC - AUTOMATION MATERIAL	\$30,555.80
8035.2200	FAC - CONTRACT LABOR / ROUSTAB	\$48,888.40
8035.3000	FAC - HEATER TREATER/SEPARATOR	\$117,333.70
8035.4400	FAC - COMPANY LABOR	\$611.60
8035.1400	FAC - ROAD LOCATIONS PITS	\$48,888.40
8035.3300	FAC - CIRCULATING TRANSFER PUMP	\$13,444.20
8035.2400	FAC - SUPERVISION	\$8,555.80
8035.4000	FAC - SAFETY / ENVIRONMENTAL	\$488.40
8035.4500	FAC - CONTINGENCY	\$12,828.20
8035.2500	FAC - CONSULTING SERVICES	\$611.60
8035.1700	FAC - RENTAL EQUIPMENT	\$12,222.10
8035.1800	FAC - FUEL / POWER	\$12,222.10
8035.1500	FAC - MATERIALS & SUPPLIES	\$366.30
8035.2900	FAC - TANK BATTERY	\$48,644.20
	<b>Sub-total</b>	<b>\$700,082.90</b>
<b>Completion Tangible</b>		
8030.2000	TCC - WELLHEAD EQUIPMENT	\$51,975.00
	<b>Sub-total</b>	<b>\$51,975.00</b>
<b>Artificial Lift Intangible</b>		
8060.2010	IAL - KILL TRUCK	\$5,500.00
8060.2000	IAL - TRUCKING/VACUUM/TRANSP	\$5,500.00
8060.2600	IAL - CONTRACT LABOR/ROUSTABOUT	\$16,500.00
8060.1200	IAL - WORKOVER RIG	\$18,700.00
8060.1400	IAL - WIRELINE OPEN/CASED HOLE	\$11,000.00
8060.1900	IAL - INSPECTION & TESTING	\$3,300.00
8060.3500	IAL - WELLSITE SUPERVISION	\$5,500.00
8060.3410	IAL - LAYDOWN MACHINE	\$5,500.00
8060.2300	IAL - COMPLETION FLUIDS	\$5,500.00
8060.3400	IAL - RENTAL EQUIPMENT	\$5,500.00
8060.3420	IAL - REVERSE UNIT RENTAL	\$5,500.00
	<b>Sub-total</b>	<b>\$88,000.00</b>
<b>Completion Intangible</b>		

<u>Account</u>	<u>Description</u>	<u>Gross Est. (\$)</u>
8025.2500	ICC - WELL STIMULATION/FRACTUR	\$1,914,620.40
8025.1400	ICC - WIRELINE OPEN/CASED HOLE	\$44,000.00
8025.1600	ICC - COILED TUBING	\$321,502.50
8025.2300	ICC - COMPLETION FLUIDS	\$11,000.00
8025.3100	ICC - WELLHEAD/FRACTREE REPAIR	\$44,000.00
8025.3050	ICC - SOURCE WATER	\$622,023.60
8025.3400	ICC - RENTAL EQUIPMENT	\$291,344.90
8025.1500	ICC - FUEL / POWER	\$478,925.70
8025.2000	ICC - TRUCKING	\$15,812.50
8025.3500	ICC - WELLSITE SUPERVISION	\$53,460.00
8025.3700	ICC - SAFETY / ENVIRONMENTAL	\$16,500.00
8025.3000	ICC - WATER HANDLING	\$327,380.90
8025.1100	ICC - ROAD, LOCATIONS, PITS	\$11,550.00
8025.3800	ICC - OVERHEAD	\$11,000.00
8025.3600	ICC - SUPERVISION/ENGINEERING	\$5,500.00
8025.2200	ICC - ELECTRIC LOGGING / PERFORATING	\$325,894.80
8025.1800	ICC - WATER DISPOSAL/VACUUM TRUCK	\$26,680.50
8025.2600	ICC - CONTRACT LABOR/ROUSTABOUT	\$16,500.00
	<b>Sub-total</b>	<b>\$4,537,695.80</b>
<b>Flowback Intangible</b>		
8040.3420	IFC - TANK RENTALS	\$22,000.00
8040.2000	IFC - TRUCKING/VACUUM/TRANSP	\$22,000.00
8040.2900	IFC - WELL TESTING / FLOWBACK	\$137,500.00
8040.4000	IFC - CHEMICALS	\$16,500.00
8040.3430	IFC - SURFACE PUMP RENTAL	\$22,000.00
8040.3500	IFC - WELLSITE SUPERVISION	\$11,000.00
8040.1899	IFC - FRAC WATER RECOVERY	\$756,250.00
8040.1100	IFC - ROADS LOCATIONS / PITS	\$5,500.00
	<b>Sub-total</b>	<b>\$992,750.00</b>
<b>Drilling Tangible</b>		
8020.1500	TDC - WELLHEAD EQUIPMENT	\$58,437.50
8020.1100	TDC - CASING - SURFACE	\$23,573.69
8020.1200	TDC - CASING - INTERMEDIATE - 1	\$64,117.63
8020.1400	TDC - CASING - PRODUCTION	\$477,485.40
	<b>Sub-total</b>	<b>\$623,614.22</b>
<b>Pipeline</b>		
8036.2200	PLN - CONTRACT LABOR	\$66,000.00
8036.2400	PLN - SUPERVISION	\$1,222.10
8036.2100	PLN - INSPECTION & TESTING	\$2,444.20
8036.1300	PLN - SURFACE DAMAGE / ROW	\$366.30
8036.2800	PLN - FLOWLINE MATERIAL	\$42,900.00
8036.1310	PLN - PERMANENT EASEMENT	\$30,000.30
8036.3200	PLN - VALVES FITTINGS & PIPE	\$4,888.40
	<b>Sub-total</b>	<b>\$147,821.30</b>
	<b>Grand Total</b>	<b>\$10,119,157.31</b>

Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of **April, 2026**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

**Township 21 South, Range 26 East, N.M.P.M., Eddy County, New Mexico:**

**Section 30: All**

**Section 29: All**

Containing **1,286.80** acres, and this agreement shall include only the **Wolfcamp** formation underlying said lands and the associated gaseous hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Permian Resources Operating, LLC, whose address is 300 N. Marienfeld St., Ste. 1000 Midland, Texas 79701**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8<sup>th</sup> or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were released, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8<sup>th</sup> should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances

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ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal Lease.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or

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executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. The date of this agreement is **April 1<sup>st</sup>, 2026**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with

the same force and effect as if all parties had signed the same document.

- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1)to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

**PERMIAN RESOURCES OPERATING, LLC**  
(Operator)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Patrick Godwin – Vice President of Land

**ACKNOWLEDGEMENT**

STATE OF TEXAS

ss.

COUNTY OF MIDLAND

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public for the State of Texas, personally appeared Patrick Godwin, known to me to be the Vice President of Land of Permian Resources Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

I, the undersigned, hereby certify, on behalf of Permian Resources Operating, LLC, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Patrick Godwin

Title: Vice President of Land

**ACKNOWLEDGEMENT**

STATE OF TEXAS \_\_\_\_\_ )  
 ) ss.  
COUNTY OF MIDLAND \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public for the State of Texas, personally appeared Patrick Godwin, known to me to be the Vice President of Land of Permian Resources Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Comm Agmt\_GTO WC

**WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD**

I, the undersigned, hereby certify, on behalf of Permian Resources Operating, LLC, Operator of this Communitization Agreement, that all working interest owners (i.e., lessees of record and operating rights owners) shown on Exhibit B attached to this Agreement are, to the best of my knowledge, the working interest owners of the leases subject to this Agreement, and that the written consents of all of the named owners have been obtained and will be made available to the BLM immediately upon request.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Patrick Godwin

Title: Vice President of Land

**ACKNOWLEDGEMENT**

STATE OF TEXAS \_\_\_\_\_ )  
 ) ss.  
COUNTY OF MIDLAND \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public for the State of Texas, personally appeared Patrick Godwin, known to me to be the Vice President of Land of Permian Resources Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

Comm Agmt\_GTO WC

**PERMIAN RESOURCES OPERATING, LLC**

(Lessee of Record: VC-0624-0001, VC-0869-0001 & VC-0625-0001)

(Operating Rights: Tracts 1, 3, 4, 5 & 7)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Patrick Godwin, Vice President of Land

**ACKNOWLEDGEMENT**

(Representative Capacity)

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public for the State of Texas, personally appeared Patrick Godwin known to me to be the Vice President of Land of Permian Resources Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

Comm Agmt\_GTO WC

**XTO HOLDINGS, LLC**  
(Lessee of Record: NMNM-400877A)  
(Operating Rights: Tract 2)

Date: \_\_\_\_\_

By: \_\_\_\_\_

**ACKNOWLEDGEMENT**

(Representative Capacity)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, on behalf of said limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

Comm Agmt\_GTO WC

**Devon Energy Production Company, LP**  
(Lessee of Record: NMNM-099023)

Date: \_\_\_\_\_

By: \_\_\_\_\_

**ACKNOWLEDGEMENT**

(Representative Capacity)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, on behalf of said limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

Comm Agmt\_GTO WC

**Mewbourne Oil Company**  
(Operating Rights: Tract 6)

Date: \_\_\_\_\_

By: \_\_\_\_\_

**ACKNOWLEDGEMENT**

(Representative Capacity)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ limited liability company, on behalf of said limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

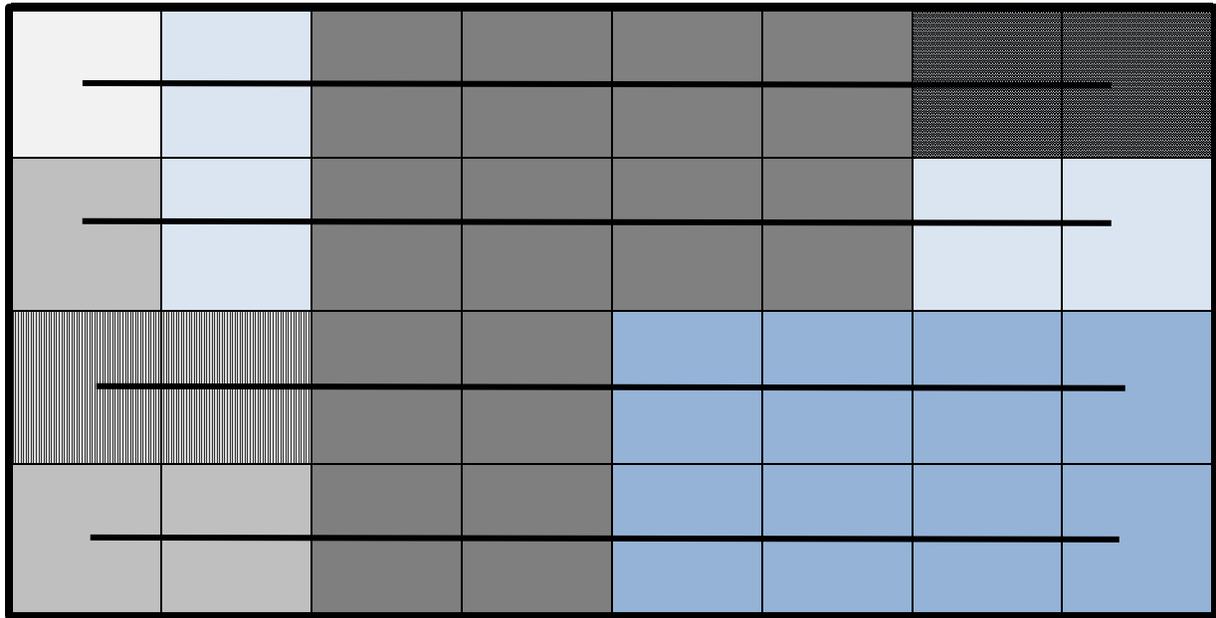
Comm Agmt\_GTO WC

**EXHIBIT "A"**

Plat of communitized area covering **1,286.80** acres in the All of Sections 30 & 29, Township 21 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Well Name/No.

**GTO Fed Com 211H / API  
 GTO Fed Com 212H / API  
 GTO Fed Com 213H / API  
 GTO Fed Com 214H / API**



Section 30, T21S-R26E

Section 29, T21S-R26E

Tract	Plat Color	Lease	Acreage	Land Description
1		VC-0624-0001	39.25	Sec. 30: Lot 1
2		NMNM-400877A	162.62	Sec. 29: Lots 8, 17 & 18 Sec. 30: Lots 5 & 6
3		VC-0869-0001	118.90	Sec. 30: Lots 2, 4, and SE 1/4 SW 1/4
4		VC-0625-0001	79.45	Sec. 30: Lot 3, and NE 1/4 SW 1/4
5		NMNM-000084B	482.74	Sec. 29: Lots 3, 4, 5, 6 Sec. 30:
6		NMNM-099023	79.46	Sec. 29: Lots 1, 2
7		NMNM-097116	324.38	Sec. 29: Lots 11, 12, 13, 14, 15, 19, 20, 21, 22, 23 and 24

Comm Agmt\_GTO WC

**EXHIBIT “B”**

To Communitization Agreement dated April 1, 2026, embracing the following described land in the All of Sections 30 and 29, Township 21 South, Range 26 East, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: Permian Resources Operating, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.: VC 0624-1  
 Lease Date: May 1, 2019  
 Lease Term: 5 years  
 Lessor: State of New Mexico  
 Original Lessee: Tascosa Energy Partners, LLC  
 Present Lessee: Permian Resources Operating, LLC  
 Land Committed: Lot 1, Section 30, Township 21 South, Range 26 East, N.M.P.M.  
 Number of Acres: 39.25  
 Royalty Rate: 20%  
 WI Owners: Permian Resources Operating, LLC – 100%

Tract No. 2

Lease Serial No.: NM 400877A  
 Lease Date: August 1, 1963  
 Lease Term: 10 years  
 Lessor: United States of America  
 Original Lessee: Mr. H. Boscowitz  
 Present Lessee: XTO Holdings, LLC  
 Land Committed: Lots 8, 17, 18, Section 29, and Lots 5, 6, Section 30, Township 21 South, Range 26 East, N.M.P.M.  
 Number of Acres: 162.52  
 Royalty Rate: 12.5%  
 WI Owners: XTO Holdings, LLC – 100%

Tract No. 3

Lease Serial No.: VC 0869-1  
 Lease Date: June 1, 2021  
 Lease Term: 5 years  
 Lessor: State of New Mexico  
 Original Lessee: Tascosa Energy Partners, LLC  
 Present Lessee: Permian Resources Operating, LLC

Comm Agmt\_GTO WC

Land Committed: Lots 2, 4, and SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 30, Township 21 South, Range 26 East, N.M.P.M.  
 Number of Acres: 118.90  
 Royalty Rate: 20%  
 WI Owners: Permian Resources Operating, LLC – 100%

Tract No. 4

Lease Serial No.: VC 0625-1  
 Lease Date: May 1, 2019  
 Lease Term: 5 years  
 Lessor: State of New Mexico  
 Original Lessee: Tascosa Energy Partners, LLC  
 Present Lessee: Permian Resources Operating, LLC  
 Land Committed: Lot 3, and NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 30, Township 21 South, Range 26 East, N.M.P.M.  
 Number of Acres: 79.45  
 Royalty Rate: 20%  
 WI Owners: Permian Resources Operating, LLC – 100%

Tract No. 5

Lease Serial No.: NM 000084B  
 Lease Date: August 1, 1966  
 Lease Term: 10 years  
 Lessor: United States of America  
 Original Lessee: Max K. Morris  
 Present Lessee: Permian Resources Operating, LLC  
 Land Committed: Lots 3, 4, 5, 6, Section 29, and E $\frac{1}{2}$ , Section 30, Township 21 South, Range 26 East, N.M.P.M.  
 Number of Acres: 482.74  
 Royalty Rate: 12.5%  
 WI Owners: As to Lots 3, 4, 5, 6, Section 29 (162.74 acres):  
 Permian Resources Operating, LLC – 100%  
As to E $\frac{1}{2}$ , Section 30 (320.00 acres):  
 Permian Resources Operating, LLC – 100%

Tract No. 6

Lease Serial No.: NM 99023  
 Lease Date: September 1, 1997  
 Lease Term: 10 years  
 Lessor: United States of America  
 Original Lessee: Daniel E. Gonzales  
 Present Lessee: Devon Energy Production Company, LP

Comm Agmt\_GTO WC

Land Committed: Lots 1, 2, Section 29, Township 21 South, Range 26 East, N.M.P.M.  
Number of Acres: 79.46  
Royalty Rate: 12.5%  
WI Owners: Mewbourne Oil Company – 100%

Tract No. 7

Lease Serial No.: NM 97116  
Lease Date: September 1, 1996  
Lease Term: 10 years  
Lessor: United States of America  
Original Lessee: Marbob Energy Corporation  
Present Lessee: Permian Resources Operating, LLC  
Land Committed: Lots 11, 12, 13, 14, 15, 19, 20, 21, 22, 23 and 24, Township 21 South, Range 26 East, N.M.P.M.  
Number of Acres: 324.38  
Royalty Rate: 12.5%  
WI Owners: Permian Resources Operating, LLC – 100%

Comm Agmt\_GTO WC

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No.1	<u>39.25</u>	<u>3.050202%</u>
Tract No.2	<u>162.62</u>	<u>12.637551%</u>
Tract No.3	<u>118.90</u>	<u>9.239975%</u>
Tract No.4	<u>79.45</u>	<u>6.174231%</u>
Tract No.5	<u>482.74</u>	<u>37.514765%</u>
Tract No.6	<u>79.46</u>	<u>6.175001%</u>
Tract No.7	<u>324.38</u>	<u>25.208269%</u>
Total:	<u>1,286.80</u>	<u>100.000000%</u>

Comm Agmt\_GTO WC

**GTO Fed Com 212H - Chronology of Communication**

<b>Date</b>	<b>Party</b>	<b>Summary</b>
September 24, 2025	XTO Holdings	Proposals & AFE's sent
October 1, 2025	Mewbourne Oil Company	Email correspondence about incoming proposals
October 1, 2025	XTO Holdings, LLC	Email correspondence discussing proposals
October 2, 2025	Mewbourne Oil Company	Proposals & AFE's sent
October 13, 2025	XTO Holdings, LLC	Emailed JOA's to XTO
October 15, 2025	XTO Holdings, LLC	Email correspondence further discussing proposals and the JOA's
October 15, 2025	XTO Holdings, LLC	Phone call discussing the proposals & JOA's
October 30, 2025	XTO Holdings, LLC	Email following up on JOA's
October 13, 2025	Mewbourne Oil Company	Email correspondence about proposals/plan
October 14, 2025	Mewbourne Oil Company	Phone call discussing proposals/plan
November 2, 2025- February 2, 2026	XTO Holdings, LLC	Various email and phone conversations discussing proposals and JOA forms.
November 17, 2025	Mewbourne Oil Company	Phone call discussing proposals/plan
November 5, 2025	Mewbourne Oil Company	Phone call discussing proposals/plan
November 6, 2025-January 23, 2026	Mewbourne Oil Company	Various email and phone call conversations discussing and ultimately committing to a Trade Agreement.
February 11, 2026	Devon Energy Production Co., LP, XTO Holdings, LLC, Mewbourne Oil Company	Comm Agreements went out all to all parties.

**Permian Resources Operating, LLC  
Case No. 25769  
Exhibit A-5**



**STATE OF NEW MEXICO  
DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES  
OIL CONSERVATION DIVISION**

**APPLICATION OF PERMIAN RESOURCES  
OPERATING, LLC FOR COMPULSORY POOLING,  
EDDY COUNTY, NEW MEXICO.**

**CASE NO. 25769**

**SELF-AFFIRMED STATEMENT  
OF SHANE JARVIE**

1. I am a geologist with Permian Resources Operating, LLC (“Permian Resources”). I am over 18 years of age, have personal knowledge of the matters addressed herein, and am competent to provide this Self-Affirmed Statement. I have previously testified before the New Mexico Oil Conservation Division (“Division”) and my credentials as an expert in petroleum geology were accepted and made a matter of record.

2. I am familiar with the geological matters that pertain to the above-referenced cases.

3. **Exhibit B-1** is a regional locator map that identifies the GTO project area, in proximity to the Capitan Reef within the Delaware Basin, for the Wolfcamp horizontal spacing units that are the subject of these applications.

4. **Exhibit B-2** is a cross-section location map for the proposed horizontal spacing unit within the Wolfcamp formation. The approximate wellbore path for the **GTO Fed Com 212H** proposed well (“Well”) is represented by a dashed purple line. Existing producing wells in the targeted interval are represented by solid purple lines. This map identifies the cross-section running from A-A’ with the cross-section wells' name and a black line in proximity to the proposed Well.

5. **Exhibit B-3** is a Subsea Structure map of the Wolfcamp formation in TVD subsea with a contour interval of 50 ft. The map identifies the approximate wellbore path for the proposed Well with a dashed purple line. It also identifies the location of the cross-section running from A-A’ in proximity to the proposed Well. The data points are indicated by red triangles. The map

**Permian Resources Operating, LLC  
Case No. 25769  
Exhibit B**

demonstrates the formation is gently dipping to the east in this area. I do not observe any faulting, pinch-outs, or geologic impediments to developing the targeted intervals with horizontal wells.

6. **Exhibit B-4** identifies two wells penetrating the targeted interval, which I used to construct a stratigraphic cross-section from A to A'. It contains gamma ray, resistivity, and porosity logs. The cross section is oriented from north to south and is hung on the top of the Wolfcamp formation. The proposed landing zone for the Well are labeled on the exhibit. The approximate well-path for the proposed Well is indicated by a dashed purple line to be drilled from west to east across the units. This cross-section demonstrates the target interval is continuous across the Unit.

7. **Exhibit B-5** is a gun barrel diagram that shows the proposed Well in the Wolfcamp formation. The spacing unit is defined by a blue box and is labeled with the case number.

8. In my opinion, a laydown orientation for the Well is appropriate to properly develop the subject acreage because of consistent rock properties throughout the Unit and the preferred fracture orientation in this portion of the trend.

9. Based on my geologic study of the area, the targeted interval underlying the Unit is suitable for development by horizontal wells and the tracts comprising the Unit will contribute more or less equally to the production of the Well.

10. In my opinion, the granting of Permian Resources' application will serve the interests of conservation, the protection of correlative rights, and the prevention of waste.

11. The exhibits attached hereto were either prepared by me or under my supervision or were compiled from company business records.

12. I understand this Self-Affirmed Statement will be used as written testimony in this case. I affirm my testimony above is true and correct and is made under penalty of perjury under

the laws of the State of New Mexico. My testimony is made as of the date identified next to my signature below.

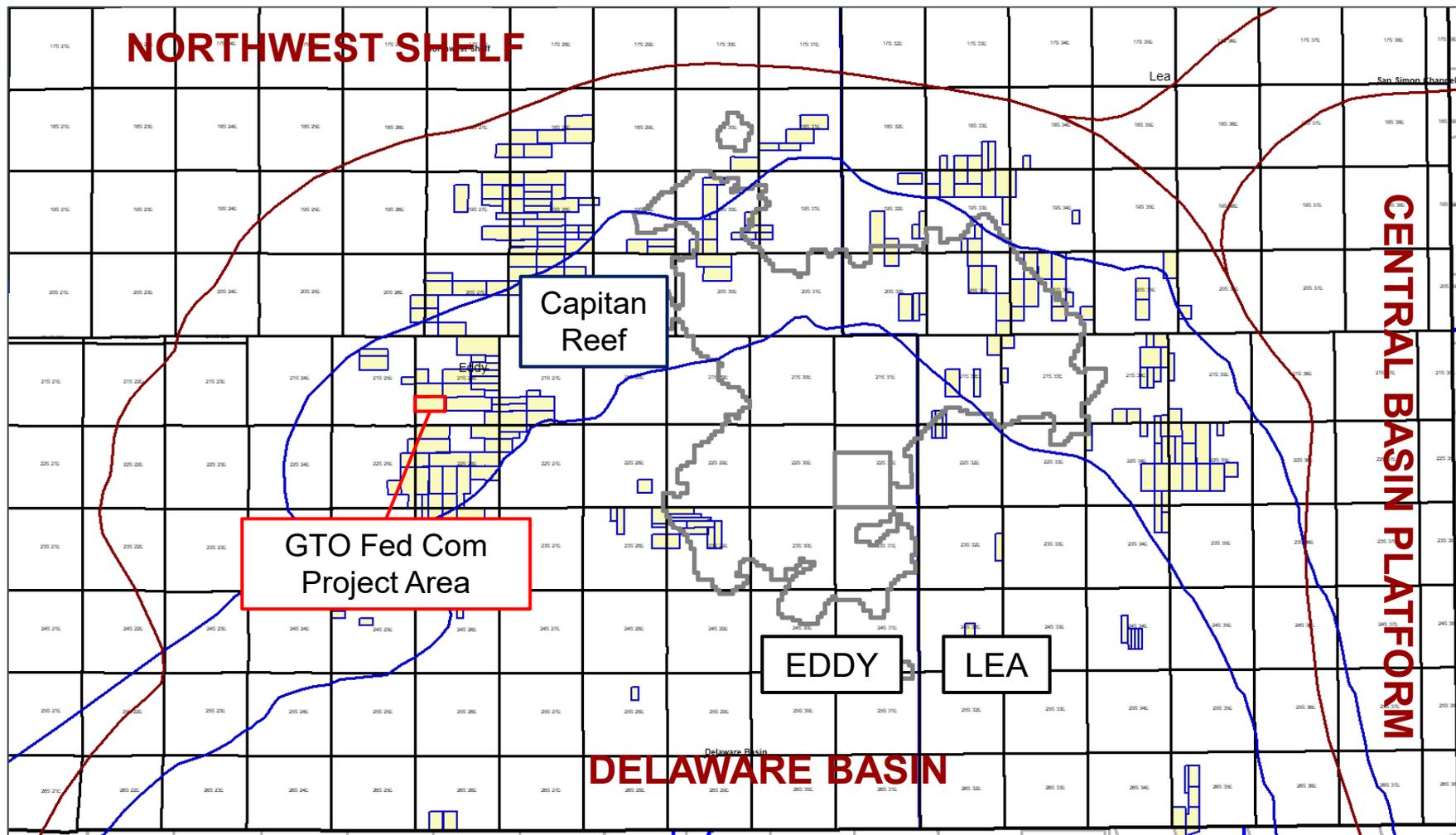
Shane Jarvie  
SHANE JARVIE

11/21/2025  
DATE



# Regional Locator Map

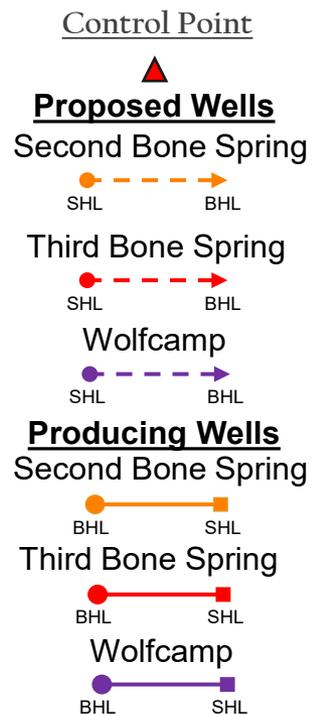
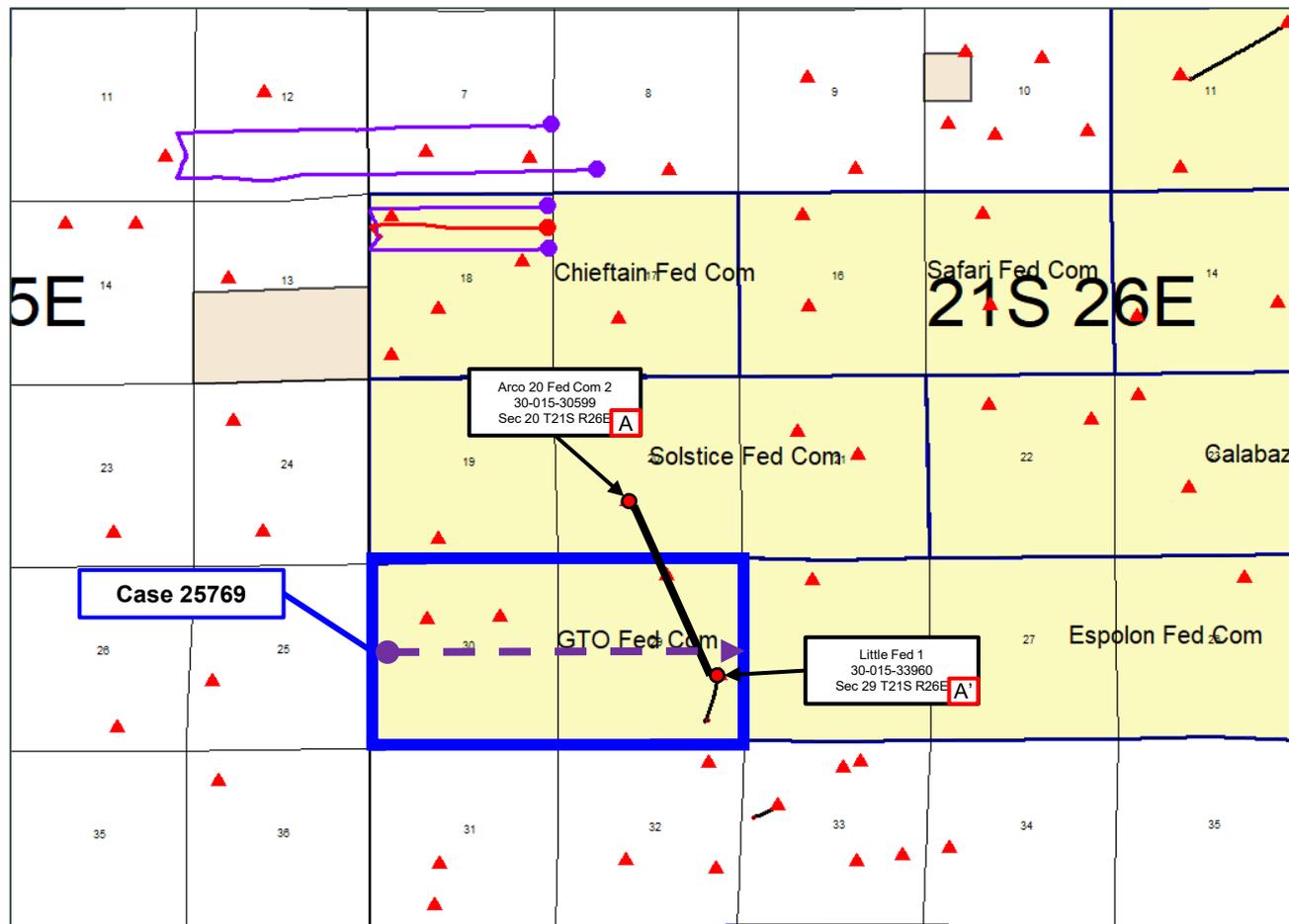
## GTO Fed Com Project Area





# Cross-Section Locator Map

## GTO Fed Com 212H



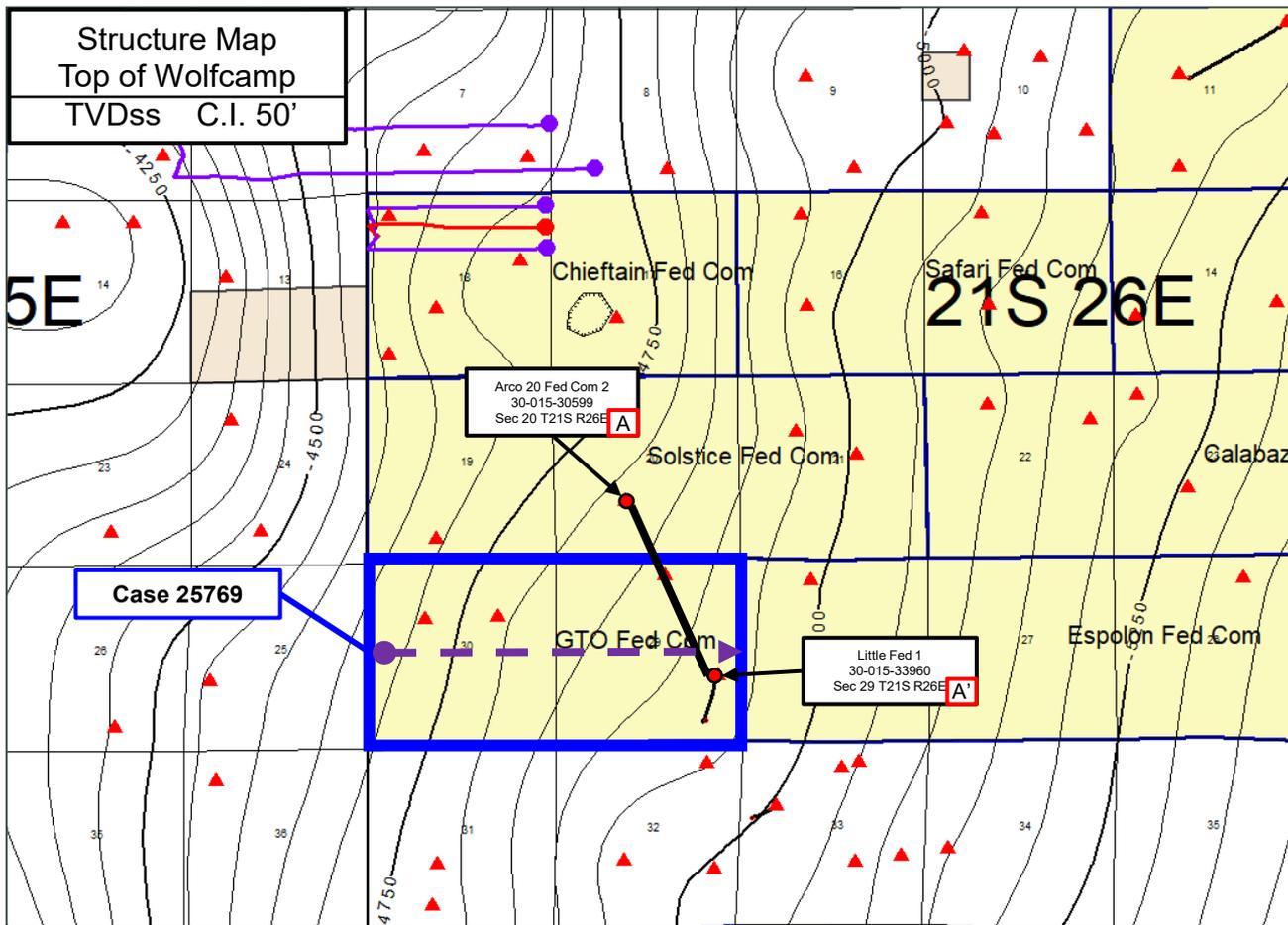
Permian Resources



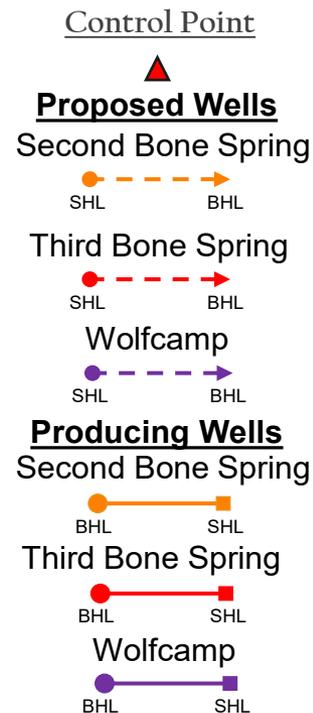


# Wolfcamp – Structure Map

## GTO Fed Com 212H



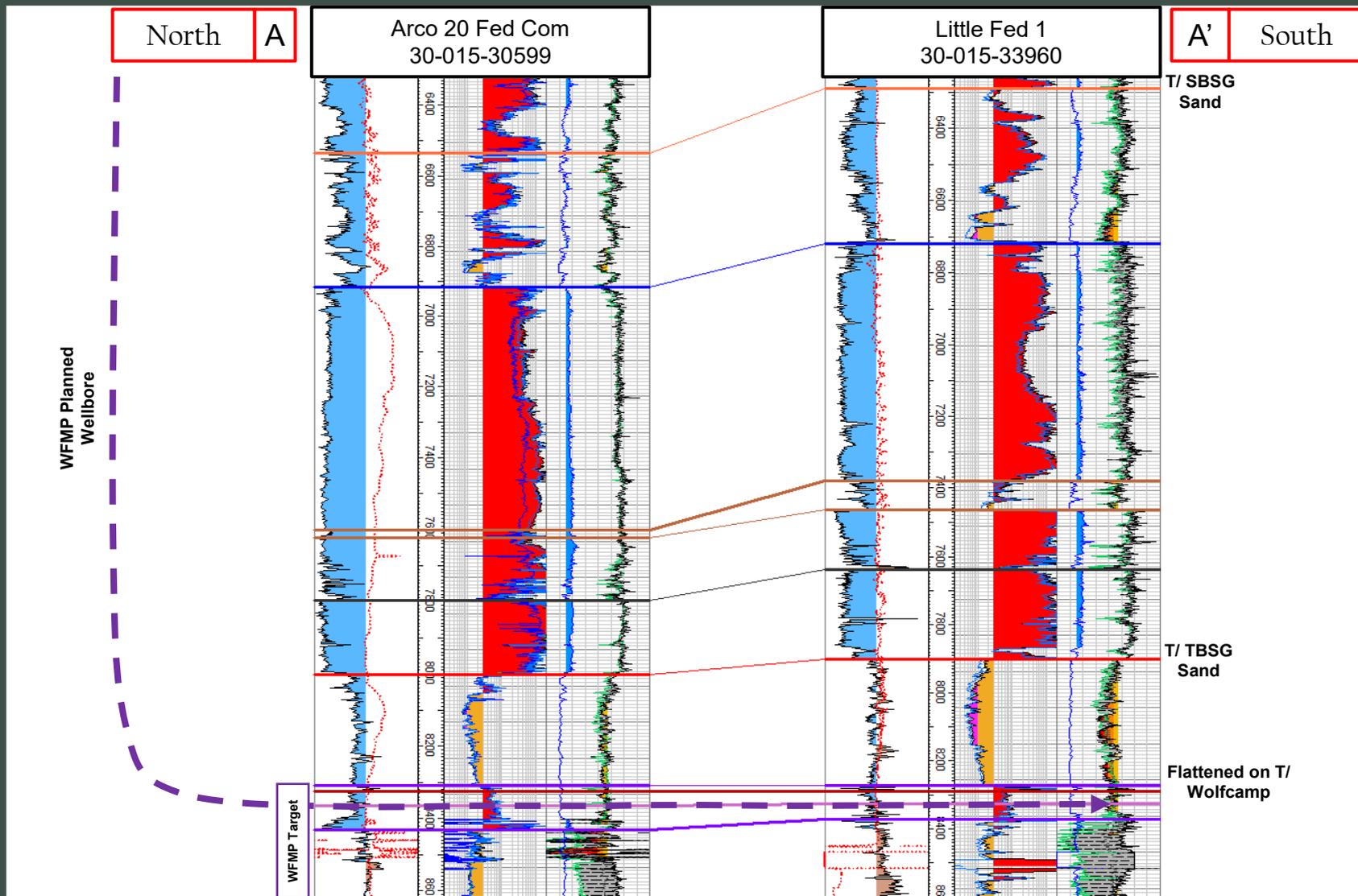
Permian Resources





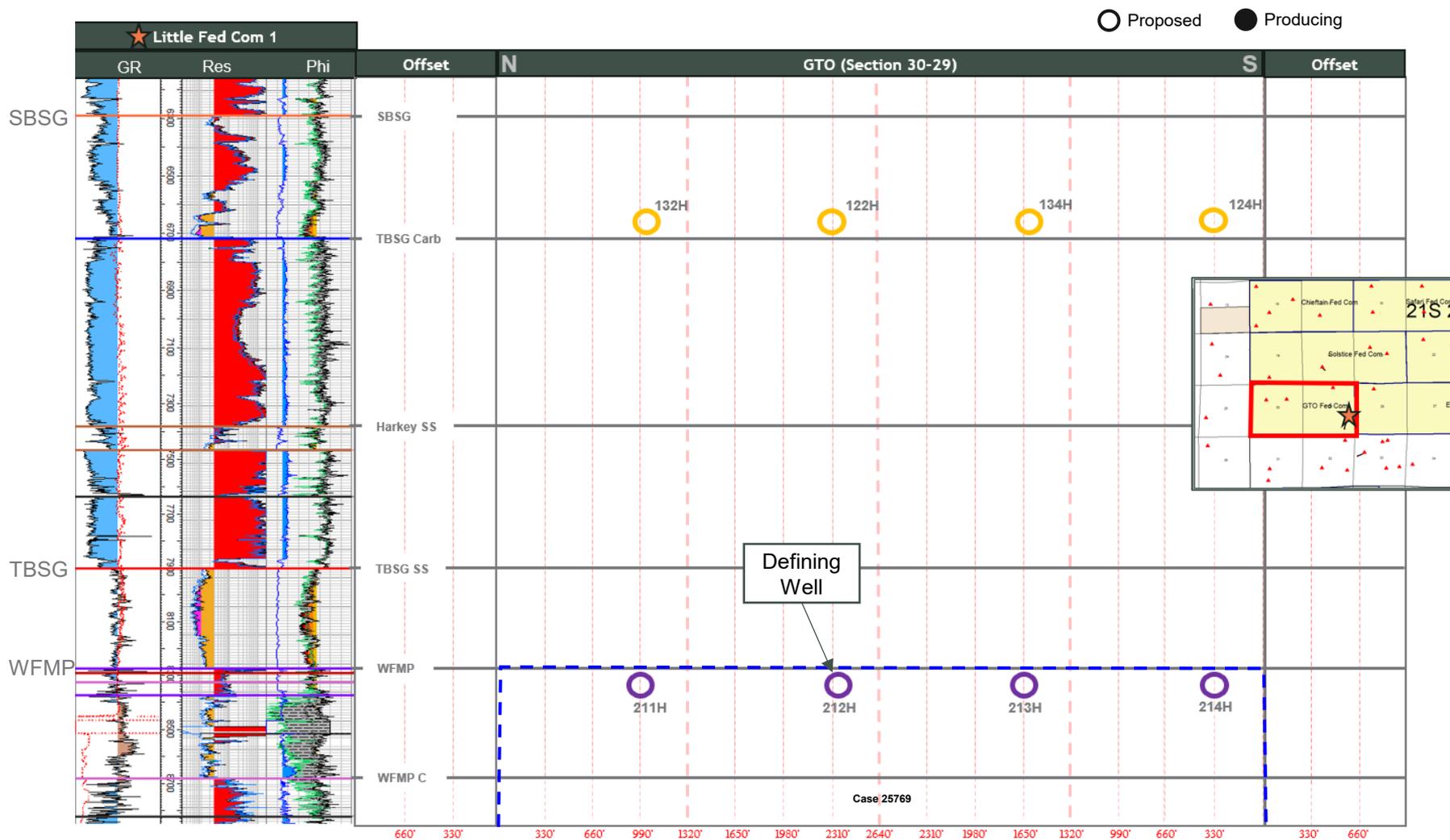
# Stratigraphic Cross-Section A-A'

GTO Fed Com 212H





# Gun Barrel Development Plan GTO Fed Com 212H



**STATE OF NEW MEXICO  
DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES  
OIL CONSERVATION DIVISION**

**APPLICATION OF PERMIAN RESOURCES  
OPERATING, LLC FOR COMPULSORY POOLING,  
EDDY COUNTY, NEW MEXICO.**

**CASE NO. 25769**

**SELF-AFFIRMED STATEMENT  
OF JACLYN M. MCLEAN**

1. I am attorney in fact and authorized representative of Permian Resources Operating, LLC (“Permian Resources”) the Applicant herein.

2. I am familiar with the Notice Letters attached as **Exhibit C-1**, and caused the Notice Letters, along with the Application in this case, to be sent to the parties listed in the Postal Delivery Report attached as **Exhibit C-2**.

3. Exhibit C-2 also provides the date the Notice Letters were sent, along with the delivery status of each.

4. Electronic return receipts are attached as **Exhibit C-3** as supporting documentation for proof of mailing and the information provided on Exhibit C-2.

5. On November 15, 2025, I caused a notice to be published in the Carlsbad Current Argus. An Affidavit of Publication from the legal clerk of the Carlsbad Current Argus along with a copy of the Notice Publication, is attached as **Exhibit C-4**.

6. I understand this Self-Affirmed Statement will be used as written testimony in the subject case. I affirm that my testimony above is true and correct and is made under penalty of perjury under the laws of the State of New Mexico. My testimony is made as of the date handwritten next to my signature below.

/s/Jaclyn M. McLean  
Jaclyn M. McLean

February 24, 2026  
Date

**Permian Resources Operating LLC  
Case No. 25769  
Exhibit C**



November 10, 2025

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**TO: ALL PARTIES ENTITLED TO NOTICE**

**Re: Case No. 25769 - Application of Permian Resources Operating, LLC for  
Compulsory Pooling, Eddy County, New Mexico.**

To whom it may concern:

This letter is to advise you that the enclosed application was filed with the New Mexico Oil Conservation Division. The hearing will be conducted on **December 4, 2025** beginning at 9:00 a.m.

The hearing will be conducted in a hybrid fashion, both virtually and in-person at the Energy, Minerals, Natural Resources Department, Wendell Chino Building, Pecos Hall, 1220 South St. Francis Drive, 1<sup>st</sup> Floor, Santa Fe, NM 87505. The hearing may be held only virtually at the discretion of the Division. To confirm the manner in which the hearing will be held, and to participate virtually, please visit the OCD Hearings website at the following link: <https://www.emnrd.nm.gov/ocd/hearing-info/>. You are not required to attend this hearing, but as an owner of an interest that may be affected by these applications, you may appear and present testimony. Failure to appear at that time and become a party of record will preclude you from challenging the matter at a later date.

Pursuant to Division Rule 19.15.4.13.B, a party who intends to present evidence at the hearing shall file a pre-hearing statement and serve copies on other parties, or the attorneys of parties who are represented by counsel, at least four business days prior to the scheduled hearing, but in no event later than 5:00 p.m. Mountain Time, on the Thursday preceding the scheduled hearing date. If you are not registered with the OCD's E-Permitting system, you must submit the statement via e-mail to [ocd.hearings@emnrd.nm.gov](mailto:ocd.hearings@emnrd.nm.gov) and should include: the names of the parties; whether or not the parties are represented by counsel; a concise statement of the case; the names of witnesses anticipated to be called to testify at the hearing; the approximate amount of time needed to present the case; and an identification of any procedural matters that are to be resolved prior to the hearing.

If you have any questions about this application, please contact Daniel Koury, Senior Landman, for Permian Resources Operating, LLC at [Daniel.Koury@permianres.com](mailto:Daniel.Koury@permianres.com) or 432-400-1036.

Sincerely,  
*/s/ Jaclyn M. McLean*  
Jaclyn M. McLean

125 Lincoln Avenue, Suite 223  
Santa Fe, NM 87501  
505-230-4410

HardyMcClean.com

**Writer:**  
Jaclyn M. McLean  
Managing Partner  
[jmclean@hardymcClean.com](mailto:jmclean@hardymcClean.com)

**Permian Resources Operating LLC**  
**Case No. 25769**  
**Exhibit C-1**

## Postal Delivery Report

### Permian Resources - GTO 25769

Received	Date Mailed	USPS Tracking Number	Date Received	Status
Mewbourne Oil Company	11/10/2025	9414836208551290728503	N/A	Redelivery Scheduled for Next Business Day
Fasken Acquisition 02, Ltd	11/10/2025	9414836208551290729869	12/11/2025	Delivered, To Original Sender SANTA FE, NM 87501
XTO Holdings LLC	11/10/2025	9414836208551290729937	N/A	In Transit to Next Facility, Arriving Late
COG Operating LLC	11/10/2025	9414836208551290730056	11/14/2025	Delivered, Individual Picked Up at Post Office MIDLAND, TX 79701
Concho Oil & Gas, LLC	11/10/2025	9414836208551290730124	11/17/2025	Delivered, Individual Picked Up at Post Office MIDLAND, TX 79701
Devon Energy Co	11/10/2025	9414836208551290788200	11/17/2025	Delivered, Individual Picked Up at Post Office OKLAHOMA CITY, OK 73102

**Permian Resources Operating LLC**  
**Case No. 25769**  
**Exhibit C-2**



December 11, 2025

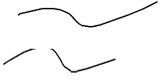
Dear Simple Certified:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8362 0855 1290 7298 69.**

**Item Details**

<b>Status:</b>	Delivered, To Original Sender
<b>Status Date / Time:</b>	December 11, 2025, 9:43 am
<b>Location:</b>	SANTA FE, NM 87501
<b>Postal Product:</b>	First-Class Mail®
<b>Extra Services:</b>	Certified Mail™ Return Receipt Electronic
<b>Recipient Name:</b>	FASKEN ACQUISITION 02 LTD

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	125 LINCOLN AVE STE 223, SANTA FE, NM 87501

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

Fasken Acquisition 02, Ltd 6101 Holiday Hill Rd Midland, TX 79701 Reference #: PR GTO 25769 Item ID: PR GTO 25769
---

**Permian Resources Operating LLC**  
**Case No. 25769**  
**Exhibit C-3**



November 14, 2025

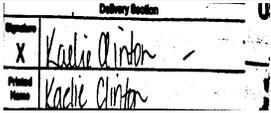
Dear Simple Certified:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8362 0855 1290 7300 56.**

**Item Details**

<b>Status:</b>	Delivered, Individual Picked Up at Post Office
<b>Status Date / Time:</b>	November 14, 2025, 7:53 am
<b>Location:</b>	MIDLAND, TX 79701
<b>Postal Product:</b>	First-Class Mail®
<b>Extra Services:</b>	Certified Mail™ Return Receipt Electronic
<b>Recipient Name:</b>	COG OPERATING LLC

**Recipient Signature**

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

COG Operating LLC W 600 Illinois Ave Midland , TX 79701 Reference #: PR GTO 25769 Item ID: PR GTO 25769
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November 17, 2025

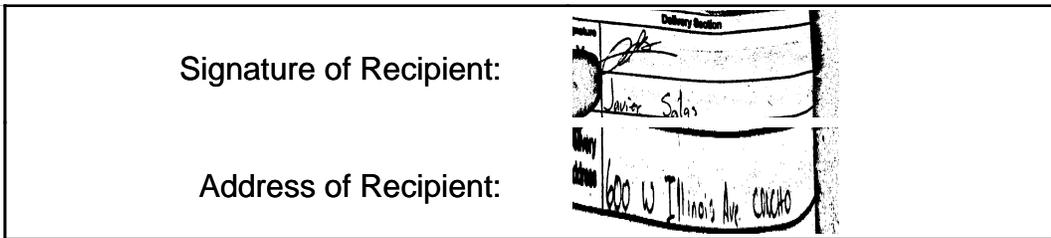
Dear Simple Certified:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8362 0855 1290 7301 24.**

**Item Details**

<b>Status:</b>	Delivered, Individual Picked Up at Post Office
<b>Status Date / Time:</b>	November 17, 2025, 8:03 am
<b>Location:</b>	MIDLAND, TX 79701
<b>Postal Product:</b>	First-Class Mail®
<b>Extra Services:</b>	Certified Mail™ Return Receipt Electronic
<b>Recipient Name:</b>	CONCHO OIL GAS LLC

**Recipient Signature**



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
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Washington, D.C. 20260-0004

Concho Oil & Gas, LLC 600 W Illinois Ave Midland , TX 79701 Reference #: PR GTO 25769 Item ID: PR GTO 25769
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November 17, 2025

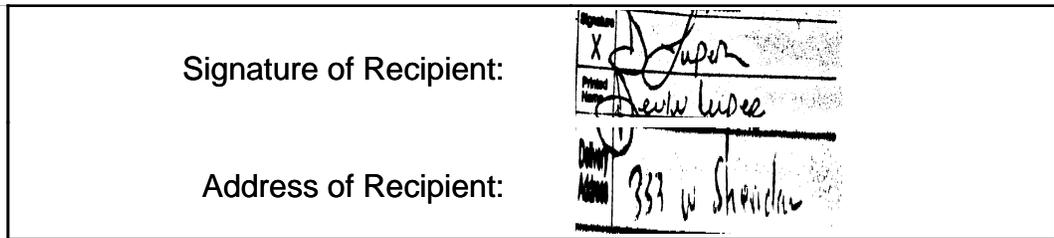
Dear Simple Certified:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8362 0855 1290 7882 00.**

**Item Details**

**Status:** Delivered, Individual Picked Up at Post Office  
**Status Date / Time:** November 17, 2025, 10:45 am  
**Location:** OKLAHOMA CITY, OK 73102  
**Postal Product:** First-Class Mail®  
**Extra Services:** Certified Mail™  
 Return Receipt Electronic  
**Recipient Name:** DEVON ENERGY CO LP

**Recipient Signature**



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Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

Devon Energy Co LP  
 333 W Sheridan Ave  
 Oklahoma City, OK 73102  
 Reference #: PR GTO 25769 and 25770  
 Item ID: PR GTO 25769 and 25770

# Affidavit of Publication

# Copy of Publication:

No. 72710

State of New Mexico Publisher

County of Eddy:

**Adrian Hedden**

being duly sworn, says that he is the **Publisher**

of the Carlsbad Current Argus, a weekly newspaper of  
general circulation, published in English at Carlsbad,  
said county and state, and that the hereto attached

### Legal Ad

was published in a regular and entire issue of the said  
Carlsbad Current Argus, a weekly newspaper duly qualified  
for that purpose within the meaning of Chapter 167 of  
the 1937 Session Laws of the state of New Mexico for

1 Consecutive weeks/day on the same

day as follows:

First Publication November 15, 2025

Second Publication \_\_\_\_\_

Third Publication \_\_\_\_\_

Fourth Publication \_\_\_\_\_

Fifth Publication \_\_\_\_\_

Sixth Publication \_\_\_\_\_

Seventh Publication \_\_\_\_\_

Eighth Publication \_\_\_\_\_

Subscribed and sworn before me this

15th day of November 2025

LATISHA ROMINE  
Notary Public, State of New Mexico  
Commission No. 1076338  
My Commission Expires  
05-12-2027



Latisha Romine

Notary Public, Eddy County, New Mexico

This is to notify all interested parties, including; Mewbourne Oil Company; Fasken Acquisition 02, Ltd; XTO Holdings, LLC; Concho Oil & Gas, LLC; COG Operating LLC; Devon Energy Corporation; and their successors and assigns; that the New Mexico Oil Conservation Division will conduct a hearing on the application submitted by Permian Resources Operating, LLC, (Applicant) for Case No. 25769. The hearing will be conducted on December 4, 2025, in a hybrid fashion, both virtually and in person at the Energy, Minerals, Natural Resources Department, 1st Floor, Santa Fe, NM 87505. To participate virtually, see the instructions posted on the OCD website: <https://www.emnrd.nm.gov/ocd/hearing-info/>. In Case No. 25769, Applicant seeks an order pooling all uncommitted interests in the Wolfcamp formation underlying a 1,286.80-acre, more or less, standard horizontal spacing unit comprised of all of Sections 29 and 30, Township 21 South, Range 26 East, Eddy County, New Mexico (Unit). The Unit will be dedicated to the **GTO Fed Com 212H** well (Well), which will produce from a first take point in Lot 2 (SW/4 NW/4 equivalent) of Section 30 to a last take point in Lot 8 (SE/4 NE/4 equivalent) of Section 29. The completed interval of the Well will be orthodox. The completed interval of the **GTO Fed Com 212H** well will be located within 330 of the half-section line separating the N/2 and S/2 of Sections 29 and 30 to allow for the creation of a 1,286.80-acre standard, horizontal spacing unit. Also to be considered will be the cost of drilling and completing the Well and the allocation of the cost, the designation of Applicant as operator of the Well, and a 200% charge for the risk involved in drilling and completing the Well. The Well is located approximately 1.5 miles northwest of Carlsbad, New Mexico. 72710-Published in Carlsbad Current Argus Nov. 15, 2025.

**Permian Resources Operating LLC**  
**Case No. 25769**  
**Exhibit C-4**