

MEMORANDUM OF SURFACE LICENSE AND EASEMENT AGREEMENT

THAT, Pioneer Natural Resources USA, Inc., 1401 17th Street, Suite 1200, Denver, Colorado 80202, hereinafter referred to as ("Pioneer") and, Rex Walker and 7-11 Ranch, Inc., hereinafter referred to as ("Surface Owner") have entered into a Surface License Agreement dated January 18, 2006 ("Agreement"), and Pioneer has tendered and Surface Owner has accepted adequate consideration for the execution of the Agreement.

THAT, Surface Owner, in consideration of the covenants and agreements contained in that certain unrecorded Surface License Agreement (the "Agreement") dated January 18, 2006, agreed to provide unto Pioneer access to certain lands (the "Lands") described as follows:

Township 7 North, Range 92 West, 6th P.M.

Section 7: Lots 5, 6, 7, E2W2

Section 18: Lots 5, 6, 11, 12

Township 7 North, Range 93 West, 6th P.M.

Section 12: All

Section 13: N2

Containing 1,416.32 acres more or less,

THAT, the Lands are subject to all the terms and conditions of the Agreement, reference to which may be made for a complete statement of right and obligations of Surface Owner and Pioneer. Should there be any discrepancy between this Memorandum of Surface License Agreement and the Agreement, the Agreement shall control.

THAT, Pioneer has executed this instrument for the purpose of imparting notice to all persons of the rights, commitments and obligations between Pioneer and Surface Owner.

All the terms, conditions and covenants of the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of each of the parties hereto.

Executed this 29th day of August, 2006.

Pioneer Natural Resources USA, Inc.

BY: Paul D. Clarys

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29 day of August, 2006, by Paul D. Clarys of Pioneer Natural Resources USA, Inc., known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

Witness my hand and official seal.

My Commission Expires

5/19/2009

Erin J. Liverance
Notary Public:

