

PIONEER NATURAL RESOURCES CO

Form 424B5

June 22, 2012

Table of Contents

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of	Amount	Proposed Maximum		Amount of
		Offering Price	Proposed Maximum Aggregate	
<b>Securities to be Registered</b>	<b>Registered</b>	<b>Per Unit</b>	<b>Offering Price</b>	<b>Registration Fee(1)(2)</b>
3.95% Senior Notes due 2022	\$600,000,000	99.44%	\$596,640,000	\$68,374.94
Total	\$600,000,000		\$596,640,000	\$68,374.94

(1) Calculated in accordance with Rule 457(r) under the Securities Act of 1933.

(2) This Calculation of Registration Fee table shall be deemed to update the Calculation of Registration Fee table in the Company's Registration Statement on Form S-3 (File No. 333-174402) in accordance with Rules 456(b) and 457(r) under the Securities Act of 1933.

Table of Contents

Filed Pursuant to Rule 424(b)(5)  
Registration No. 333-174402

Prospectus Supplement to Prospectus Dated May 20, 2011

# Pioneer Natural Resources Company

**\$600,000,000**

**3.95% Senior Notes due 2022**

We will pay interest on the notes each January 15 and July 15. The first interest payment will be made on January 15, 2013. The notes will be senior unsecured obligations of Pioneer Natural Resources Company and will rank equally with all of our existing and future unsecured senior indebtedness. There is no sinking fund for the notes. We may redeem the notes, in whole or in part, at any time and from time to time at the redemption prices set forth under Description of Notes Optional Redemption in this prospectus supplement.

**Investing in the notes involves risks. See Risk Factors beginning on page S-4 of this prospectus supplement for a discussion of certain risks that you should consider in connection with an investment in the notes.**

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

	Price to Public (1)	Underwriting Discounts	Proceeds to Pioneer (before expenses) (1)
Per Note	99.44%	.65%	98.79%
Total	\$ 596,640,000	\$ 3,900,000	\$ 592,740,000

(1) Plus accrued interest, if any, from June 26, 2012, if settlement occurs after that date.  
The notes will not be listed on a securities exchange. Currently, there is no public market for the notes.

The underwriters expect to deliver the notes on or about June 26, 2012, in book-entry form through The Depository Trust Company.

*Joint Book-Running Managers*

**Citigroup**                      **Deutsche Bank Securities**

**Credit Suisse**      **UBS Investment Bank**      **Wells Fargo Securities**

*Senior Co-Managers*

**BofA Merrill Lynch**                      **J.P. Morgan**

*Co-Managers*

**Credit Agricole CIB**

**Goldman, Sachs & Co.**

**Mitsubishi UFJ Securities**

**RBS**

The date of this prospectus supplement is June 21, 2012.

**Table of Contents**

**TABLE OF CONTENTS**

**Prospectus Supplement**

	Page
<u>Summary</u>	S-1
<u>The Offering</u>	S-2
<u>Risk Factors</u>	S-4
<u>Cautionary Statement About Forward-Looking Statements</u>	S-7
<u>Use of Proceeds</u>	S-7
<u>Ratio of Earnings to Fixed Charges</u>	S-8
<u>Capitalization</u>	S-9
<u>Description of Bank Indebtedness</u>	S-10
<u>Description of Notes</u>	S-11
<u>Underwriting</u>	S-26
<u>Conflicts of Interest</u>	S-27
<u>Legal Matters</u>	S-28
<u>Experts</u>	S-28
<u>Where You Can Find More Information</u>	S-28

**Prospectus**

	Page
<u>About This Prospectus</u>	1
<u>Uncertainty of Forward-Looking Statements</u>	2
<u>Risk Factors</u>	2
<u>Where You Can Find More Information</u>	2
<u>Information That Pioneer and Pioneer USA Incorporate by Reference</u>	3
<u>Pioneer and Pioneer USA</u>	4
<u>Use of Proceeds</u>	4
<u>Ratios of Earnings to Fixed Charges and Earnings to Fixed Charges and Preferred Stock Dividends</u>	4
<u>Description of Debt Securities</u>	6
<u>Description of Guarantees of Debt Securities</u>	17
<u>Description of Capital Stock</u>	17
<u>Description of Depositary Shares</u>	23
<u>Description of Warrants</u>	25
<u>Description of Stock Purchase Contracts and Stock Purchase Units</u>	27
<u>Plan of Distribution</u>	28
<u>Legal Matters</u>	29
<u>Experts</u>	30

You should rely only on the information provided in or incorporated by reference in this prospectus supplement, the accompanying prospectus and any free writing prospectus we may authorize to be delivered to you or to which we have referred you. We have not, and the underwriters have not, authorized anyone to provide you with different information. This document may only be used where it is legal to sell these securities. The information in this prospectus supplement, the accompanying prospectus and any free writing prospectus we may authorize to be delivered to you may only be accurate on the date of this document. Our business, financial condition and results of operations may have changed since then.



**Table of Contents**

We provide information to you about this offering of our notes in two separate documents that are bound together: (1) this prospectus supplement, which describes the specific details regarding this offering and (2) the accompanying prospectus, which provides general information, some of which may not apply to this offering. Generally, when we refer to this prospectus, we are referring to both documents combined. If information in this prospectus supplement is inconsistent with the accompanying prospectus, you should rely on this prospectus supplement.

You should carefully read this prospectus supplement and the accompanying prospectus, including the information incorporated by reference in the prospectus, before you invest. These documents contain information you should consider when making your investment decision.

For the definitions of certain oil and gas terms, see Definitions of Certain Terms and Conventions Used Herein in our Annual Report on Form 10-K for the year ended December 31, 2011, as amended.

**Table of Contents**

**SUMMARY**

This summary highlights selected information contained elsewhere in this prospectus supplement, the accompanying prospectus and the documents we incorporate by reference. It does not contain all of the information you should consider before making an investment decision. You should read this entire prospectus supplement, the accompanying prospectus, the documents incorporated by reference and the other documents to which we refer for a more complete understanding of our business and this offering. Please read the section entitled "Risk Factors" commencing on page S-4 of this prospectus supplement and additional information contained in our Annual Report on Form 10-K for the year ended December 31, 2011, as amended, and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2012, incorporated by reference, in this prospectus supplement for more information about important factors you should consider before investing in the notes in this offering. All references to we, us or our in this prospectus supplement and the accompanying prospectus mean Pioneer Natural Resources Company and its consolidated subsidiaries, unless we indicate otherwise.

**Our Company**

We are a large, independent oil and gas exploration and production company with operations primarily in the United States.

Our growth plan is anchored primarily by drilling in the Spraberry oil field located in West Texas, the liquid-rich Eagle Ford Shale field located in South Texas, the liquid-rich Barnett Shale Combo field in North Texas and, to a lesser extent, Alaska. Complementing these growth areas, we have oil and gas production activities and development opportunities in the Raton gas field in Southern Colorado, the Hugoton gas and liquid field located in Southwest Kansas, the West Panhandle gas and liquid field located in the Texas Panhandle and the Edwards gas field located in South Texas. Combined, our assets create a portfolio of resources and opportunities that are balanced among oil, natural gas liquids and gas and that are also balanced among long-lived, dependable production and lower-risk exploration and development opportunities. Additionally, we have a team of dedicated employees who represent the professional disciplines and sciences that are necessary to allow us to maximize the long-term profitability and net asset value inherent in our physical assets.

Our executive offices are located at 5205 N. O Connor Blvd., Suite 200, Irving, TX 75039, and our telephone number is (972) 444-9001. Our website is [www.pxd.com](http://www.pxd.com). The information contained in this website is not part of this prospectus supplement or the accompanying prospectus.

**Recent Developments**

In March 2012, we agreed to sell our net assets in South Africa to an unaffiliated third party, effective as of January 1, 2012 (the "Sale Transaction"), for net cash proceeds of \$52 million, subject to customary closing adjustments. The parties' obligations to consummate the Sale Transaction are conditioned upon the satisfaction or waiver of various closing conditions. We currently expect that the closing of the Sale Transaction will occur in mid-2012.

In April 2012, we acquired an industrial sands business for approximately \$297 million before customary closing adjustments. The business includes the primary source for our brown sand requirements to fracture stimulate wells in the Spraberry vertical, horizontal Wolfcamp Shale and Barnett Shale Combo plays in Texas.

**Table of Contents**

**THE OFFERING**

Issuer	Pioneer Natural Resources Company.
Securities Offered	\$600 million aggregate principal amount of 3.95% Senior Notes due 2022.
Maturity	July 15, 2022
Interest Payment Dates	January 15 and July 15 of each year, commencing January 15, 2013. Interest on the notes will accrue from June 26, 2012, for the first interest payment and from the most recent interest payment date after the first interest payment.
Ranking	The notes will be our senior unsecured obligations and will rank equally in right of payment with all of our existing and future senior unsecured indebtedness. The notes will be structurally subordinate to all obligations of our subsidiaries.
Optional Redemption	We may redeem the notes, in whole or in part at any time and from time to time, at the redemption prices set forth under Description of Notes Optional Redemption.
Offer to Repurchase	If we experience a change of control and a ratings decline within a certain period of time following the change of control, we must offer to repurchase all of the notes at a price equal to 101% of the principal amount plus accrued and unpaid interest to the repurchase date. See Description of Notes Offer to Repurchase Upon a Change of Control Repurchase Event.
Form and Denomination	The notes will be issued in fully registered form. The notes will be represented by one or more global notes, deposited with a trustee as a custodian for The Depository Trust Company, or DTC, and registered in the name of Cede & Co., DTC's nominee. Beneficial interests in the global notes will be shown on, and any transfer will be effective only through, records maintained by DTC and its participants.
Covenants	The indenture under which the notes will be issued will limit, subject to the exceptions described herein, our ability to place liens on our assets and those of certain of our subsidiaries without securing the notes equally and ratably with the other indebtedness secured by such liens and will limit our ability to engage in certain sale-leaseback transactions. The indenture will also include requirements that must be met if we consolidate or merge with, or sell, lease or convey all or substantially all of our assets to, another entity. See Description of Notes Certain Covenants.
Use of Proceeds	We estimate that the net proceeds of this offering will be approximately \$593 million, after deducting underwriting discounts (excluding fees and expenses of the offering). We intend to use the net





**Table of Contents**

proceeds from this offering to reduce indebtedness under our credit facility and pay certain fees and expenses related to this offering.

Events of Default

For a discussion of events that will permit acceleration of the payment of the principal of and accrued interest on the notes, see Description of Notes Events of Default.

Listing

We do not intend to list the notes on any securities exchange.

Governing Law

The notes and the indenture will be governed by, and construed in accordance with, the laws of the State of New York.

Trustee

Wells Fargo Bank, National Association.

Conflicts of Interest

Affiliates of certain of the underwriters are lenders under our credit facility and will receive their pro rata portion of the net proceeds from this offering through the repayment of the commitments they have extended under the credit facility. As a result, each of Citigroup Global Markets Inc., Wells Fargo Securities, LLC, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, or their respective affiliates, may receive in excess of 5% of the net offering proceeds and may have a conflict of interest within the meaning of Rule 5121 of the Financial Industry Regulatory Authority ( FINRA ). Accordingly, this offering will be conducted in accordance with the requirements of FINRA Rule 5121. For more information, see Conflicts of Interest.

**Table of Contents**

**RISK FACTORS**

*If you purchase our notes, you will take on financial risk. Before buying our notes in this offering, you should carefully consider the risks relating to an investment in the notes described below, as well as other information contained in this prospectus supplement and the accompanying prospectus. Additionally, you should carefully consider the risks to our business described in the documents incorporated by reference in this prospectus supplement and the accompanying prospectus, in particular the risks described in our Annual Report on Form 10-K for the year ended December 31, 2011, as amended, and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2012. These risks could result in the loss of all or part of your investment.*

**Risks Related to the Notes**

*The notes will be effectively subordinated to certain of our debt.*

The notes will be our senior unsecured obligations and will rank *pari passu* with all of our other existing and future senior unsecured debt. In addition, we are a holding company and conduct substantially all of our operations through subsidiaries, and the notes will be structurally subordinated to all obligations of our subsidiaries. At March 31, 2012, on an as adjusted basis to give effect to the use of proceeds from this offering as described in Use of Proceeds, we would have had \$2.6 billion of indebtedness for borrowed money ranking *pari passu* in right of payment with the notes, and our subsidiaries would have had aggregate balance sheet liabilities of \$1.3 billion.

Any right of ours to receive assets of any of our subsidiaries upon their liquidation or reorganization and the consequent right of the holders of the notes to participate in those assets will be subject to the claims of that subsidiary's creditors, including trade creditors, except to the extent that we are recognized as a creditor of that subsidiary, in which case our claims would still be subordinate to any security interests in the assets of that subsidiary and any indebtedness of that subsidiary senior to that held by us.

*Our holding company structure creates a dependence on the earnings of our subsidiaries and may impair our ability to repay the notes.*

We are a holding company whose assets consist of direct and indirect ownership interests in, and substantially all of whose business is conducted through, its subsidiaries. Consequently, our ability to repay our debt, including the notes, depends on the earnings of our subsidiaries, as well as our ability to receive funds from such subsidiaries through dividends, repayment of intercompany notes or other payments. The ability of our subsidiaries to pay dividends, repay intercompany notes or make other advances to us is subject to restrictions imposed by applicable laws, tax considerations and the terms of agreements governing our subsidiaries.

*A change of control may adversely affect our liquidity and require refinancing of our credit facility.*

A change of control would constitute a default under our credit facility. Upon such a default, the lenders may declare any outstanding obligations under the credit facility immediately due and payable. We may not have sufficient funds available to repay all of the indebtedness under our credit facility in the event of a change of control. If this occurs, we may be required to refinance the indebtedness under our credit facility. There can be no assurance that we would be able to refinance our indebtedness or, if a refinancing were to occur, that the refinancing would be on terms favorable to us.

*A change of control followed by a ratings decline may adversely affect our liquidity and we may not be able to repurchase the notes.*

If we experience a change of control and a ratings decline within a certain period of time following the change of control, we must offer to repurchase all of the notes at a price equal to 101% of the principal amount plus accrued and unpaid interest. We have a similar provision in certain other outstanding series of notes and

## **Table of Contents**

may consider such a provision in future series. We may not have sufficient funds available to repurchase all of the notes tendered pursuant to such an offer. If this occurs, we may be required to refinance some or all of our indebtedness. There can be no assurance that we would be able to refinance our indebtedness or, if a refinancing were to occur, that the refinancing would be on terms favorable to us.

*We and our subsidiaries may still be able to incur substantially more debt, and this could further exacerbate the risks described in this prospectus supplement.*

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. We will not be restricted under the terms of the notes or the indenture pursuant to which the notes are to be issued from incurring additional indebtedness, including secured debt. In addition, the notes do not require us to achieve or maintain any minimum financial results relating to our financial condition or results of operations. Our ability to recapitalize, incur additional debt, and to take a number of other actions that are not limited by the terms of the notes could have the effect of diminishing our ability to make payments on the notes when due. In addition, we are not restricted from repurchasing common stock by the terms of the notes.

*In the event of a default, we may have insufficient funds to make any payments due on the notes.*

A default under the indenture pursuant to which the notes are issued could lead to a default under existing and future agreements governing our indebtedness. If, due to a default, the repayment of related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay such indebtedness and the notes.

*The notes are not protected by restrictive covenants.*

Except for limitations on liens and sale and leaseback transactions, the indenture does not contain any financial or operating covenants or restrictions on the payment of dividends, the incurrence of indebtedness or the issuance or repurchase of securities by us or any of our subsidiaries. In addition, the indenture does not contain covenants or other provisions to afford protection to holders of the notes in the event of a change of control involving us except to the extent described under [Description of Notes](#) [Offer to Repurchase Upon a Change or Control](#) [Repurchase Event](#).

*The notes currently have no established trading or other public market.*

There is no established trading market for the notes and we do not intend to apply for the listing of the notes on any securities exchange or for quotation of the notes on any public market. We cannot assure you that any market for the notes will develop, or if one does develop, that it will be maintained. If an active market for the notes fails to develop or be sustained, the price and liquidity of the notes could be adversely affected. The liquidity of any market for the notes will depend on the number of holders of the notes, our results of operations and financial condition, the market for similar securities, the interest of securities dealers in making a market in the notes and other factors. An active or liquid market may not develop for the notes.

## **Risks Related to our Business**

In addition to the risks set forth in this prospectus supplement, our business is subject to numerous risks and uncertainties that could materially affect our business, financial condition or future results. These risks are discussed below and in our annual and quarterly reports and other documents we file with the Securities and Exchange Commission (the [SEC](#) ). You should carefully consider these risks before investing in the notes. See [Where You Can Find More Information](#).

**Table of Contents**

*The prices of oil, NGL and gas are highly volatile. A sustained decline in these commodity prices could adversely affect our financial condition and results of operations. Future price declines could result in a reduction in the carrying value of our proved oil and gas properties, which could adversely affect our results of operations.*

Our revenues, profitability, cash flow and future rate of growth are highly dependent on commodity prices. Commodity prices may fluctuate widely in response to relatively minor changes in the supply of and demand for oil, NGL and gas, market uncertainty and a variety of additional factors that are beyond our control, some of which are more fully described in our Annual Report on Form 10-K for the year ended December 31, 2011. Declines in commodity prices may result in our having to make substantial downward adjustments to our estimated proved reserves. If this occurs, or if our estimates of production or economic factors change, accounting rules may require us to impair, as a noncash charge to earnings, the carrying value of our oil and gas properties. We are required to perform impairment tests on proved oil and gas properties whenever events or changes in circumstances indicate that the carrying value of proved properties may not be recoverable. To the extent such tests indicate a reduction of the estimated useful life or estimated future cash flows of our oil and gas properties, the carrying value may not be recoverable and therefore an impairment charge would be required to reduce the carrying value of the proved properties to their estimated fair value. For example, during 2011 and 2009, we recognized impairment charges of \$354.4 million and \$21.1 million, respectively, due to the impairment of our Edwards and Austin Chalk gas fields in South Texas and the Uinta/Piceance area in Colorado, primarily due to declines in gas prices and downward adjustments to the economically recoverable resource potential. As disclosed in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2012, because of recent commodity price volatility, the carrying values of the Raton and Barnett Shale fields' oil and gas properties in particular continue to be at risk for impairment if future estimates of undiscounted cash flows decline. For example, we estimate that the carrying values of the Raton and Barnett fields may become partially impaired if the average gas price in management's price outlook, which was approximately \$4.70 per Mcf as of March 31, 2012, were to decline by approximately \$0.10 per Mcf to \$0.30 per Mcf, assuming none of the other impairment inputs changed. Our Raton and Barnett Shale fields are relatively long-lived assets that had carrying values of \$2.3 billion and \$511.7 million, respectively, as of March 31, 2012. If the Raton and Barnett Shale fields were to become impaired as of the end of the second quarter of 2012 or in a future quarter, we would recognize impairment charges in that period. Such noncash pretax charges could range from \$1.5 billion to \$1.8 billion for the Raton field and \$300 million to \$400 million for the Barnett Shale field. Those charges, if incurred, and any other impairment charges that we may incur in the future, could materially affect our results of operations in the period incurred.

**Table of Contents**

**CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS**

This prospectus supplement, the accompanying prospectus and the documents we incorporate by reference contain statements that constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995. The forward-looking statements speak only as of the date made, and we undertake no obligation to update forward-looking statements. These forward-looking statements may be identified by the use of the words believe, expect, anticipate, will, contemplate, would and similar expressions that contemplate future events. These statements appear in a number of places in the documents we incorporate by reference. All statements other than statements of historical fact included or incorporated in this prospectus supplement or the accompanying prospectus, including statements regarding the financial position, business strategy, production and reserve growth and other plans and objectives for our future operations, are forward-looking statements.

Although we believe that such forward-looking statements are based on reasonable assumptions, we give no assurance that our expectations will in fact occur. Important factors could cause actual results to differ materially from those in the forward-looking statements, including factors identified in our periodic reports incorporated in this prospectus supplement and the accompanying prospectus by reference. Forward-looking statements are subject to risks and uncertainties and include information concerning general economic conditions and possible or assumed future results of operations, estimates of oil and gas production and reserves, drilling plans, future cash flows, anticipated capital expenditures, the level of future expenditures for environmental costs, and our management's strategies, plans and objectives.

All forward-looking statements attributable to us are expressly qualified in their entirety by this cautionary statement.

**USE OF PROCEEDS**

We expect the net proceeds from this offering to be approximately \$593 million, after deducting underwriting discounts (excluding fees and expenses of this offering).

We intend to use the net proceeds of approximately \$593 million from this offering to reduce indebtedness under our credit facility and pay certain fees and expenses related to this offering. Affiliates of certain of the underwriters are lenders under our credit facility and will receive their pro rata portion of the net proceeds from this offering through repayment of the credit facility. See **Conflicts of Interest**. As of June 15, 2012, we had \$821 million of outstanding borrowings under our credit facility (at an average interest rate of 2.00%) and cash on hand of \$261 million. Capacity under our credit facility may be used for general corporate purposes, including to fund the purchase or redemption of our 2.875% Convertible Senior Notes due 2038 on or after January 15, 2013. The credit facility matures in March 2016 unless extended in accordance with its terms. For further discussion, see **Description of Bank Indebtedness**.

**Table of Contents****RATIO OF EARNINGS TO FIXED CHARGES**

The following table sets forth our consolidated ratio of earnings to fixed charges for the periods indicated:

	Three months ended	Year ended December 31,				
	March 31,					
	2012	2011	2010	2009	2008	2007
Ratio of earnings to fixed charges (a)	7.02	3.98	4.63	(b)	2.08	2.18

(a) The ratio has been computed by dividing earnings by fixed charges. For purposes of computing the ratio:

earnings consist of income from continuing operations before income taxes, cumulative effect of change in accounting principle, adjustments for net income or loss attributable to noncontrolling interests and the Company's share of investee's income or loss accounted for under the equity method, and adjustment for capitalized interest, plus fixed charges and the Company's share of distributed income from investees accounted for under the equity method; and

fixed charges consist of interest expense, capitalized interest and the portion of rental expense deemed to be representative of the interest component of rental expense.

(b) The ratio indicates a less than one-to-one coverage because the earnings are inadequate to cover the fixed charges during the year ended December 31, 2009 by \$244.7 million.

**Table of Contents****CAPITALIZATION**

The following table sets forth, as of March 31, 2012, our consolidated cash and cash equivalents and total capitalization:

on a historical basis; and

on an as adjusted basis to reflect (i) the completion of this offering and (ii) our application of the estimated net proceeds from this offering in the manner described in Use of Proceeds.

You should read this table in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and our unaudited consolidated interim financial statements appearing in our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2012, which are incorporated by reference into this prospectus supplement.

	<b>March 31, 2012</b>	
	<b>Historical</b>	<b>As Adjusted</b>
	<b>(in thousands)</b>	
Cash and cash equivalents	\$ 316,918	\$ 841,458
Long-term debt:		
Lines of credit (a)	\$ 117,000	\$ 50,000
5.875% senior notes due 2016	455,385	455,385
6.65% senior notes due 2017	485,100	485,100
6.875% senior notes due 2018	449,500	449,500
7.50% senior notes due 2020	450,000	450,000
7.20% senior notes due 2028	250,000	250,000
2.875% convertible senior notes due 2038	479,930	479,930
Notes offered hereby		600,000
	2,686,915	3,219,915
Issuance discounts and premiums, net	(64,668)	(68,028)
Net deferred fair value hedge losses	(1,632)	(1,632)
Total long-term debt	2,620,615	3,150,255
Stockholders' equity:		
Common stock, \$.01 par value	1,348	1,348
Additional paid-in capital	3,640,595	3,640,595
Treasury stock	(511,630)	(511,630)
Retained earnings	2,543,873	2,543,873
Accumulated other comprehensive income - deferred hedge losses, net of tax	(1,550)	(1,550)
Total stockholders' equity attributable to common stockholders	5,672,636	5,672,636
Noncontrolling interest in consolidated subsidiaries	160,035	160,035
Total equity	5,832,671	5,832,671
Total capitalization	\$ 8,453,286	\$ 8,982,926



## Edgar Filing: PIONEER NATURAL RESOURCES CO - Form 424B5

- (a) Includes \$50 million of outstanding borrowings by Pioneer Southwest Energy Partners L.P., pursuant to its line of credit. As of June 15, 2012, our credit facility balance totaled \$821 million and cash on hand was \$261 million. Credit facility indebtedness increased following March 31, 2012 as a result of the April 2012 funding of the previously announced \$297 million acquisition of a fracture stimulation sand mining company and borrowings to support our capital budget and vertical integration expenditures for 2012, which were front-end loaded. In addition, the mid-month balance typically declines by month end because proceeds from commodity sales are received during the second half of each month.

S-9

**Table of Contents**

**DESCRIPTION OF BANK INDEBTEDNESS**

We currently have a credit facility with Wells Fargo Bank, National Association, as administrative agent, and a syndicate of participating financial institutions. The credit facility matures in March 2016 unless extended in accordance with its terms. The credit facility provides for aggregate loan commitments of \$1.25 billion. Borrowings under the credit facility may be in the form of revolving loans or swing line loans. Aggregate outstanding swing line loans may not exceed \$150 million. As of June 15, 2012, we had total borrowings of \$821 million outstanding under our credit facility, of which \$715 million outstanding was in the form of a revolving loan and \$106 million outstanding was in the form of swing line loans, and we had cash on hand of \$261 million. Revolving loans bear interest, at our option, based on (a) a rate per annum equal to the higher of the prime rate announced from time to time by Wells Fargo Bank, National Association or the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System during the last preceding business day plus 0.50% plus a defined alternate base rate spread margin, which is currently 0.75% based on our debt rating or (b) a base Eurodollar rate, substantially equal to LIBOR, plus a margin (the *Applicable Margin*), which is currently 1.75% and is also determined by our debt rating. Swing line loans under the credit facility bear interest at a rate per annum equal to the *ASK* rate for Federal funds periodically published by the Dow Jones Market Service plus the *Applicable Margin*. Outstanding revolving and swing line loans presently bear interest at annual rates of 2.00% and 1.97%, respectively. We also pay commitment fees on the undrawn amounts under the credit facility that are determined by our debt rating (currently 0.325%). Borrowings under the credit facility are incurred for general corporate purposes, including the funding of our capital budget. Any amounts repaid with the proceeds from this offering may be reborrowed in the future.

The credit facility has one financial covenant requiring the maintenance of a ratio of total debt to book capitalization less intangible assets, accumulated other comprehensive income and certain noncash asset impairments not to exceed .60 to 1.0. The terms of the credit facility provide for customary representations and warranties, negative and affirmative covenants (in addition to the financial covenant described above) and events of default. The lenders may declare any outstanding obligations under the credit facility immediately due and payable upon the occurrence, and during the continuance of, an event of default, which includes a change in control of our company. Under the credit facility, a change in control includes any person or group acquiring equity interests representing more than 35% of the voting power of our equity interests. As of June 15, 2012, we were in compliance with all of our debt covenants.

As of June 15, 2012, we had \$40 million of undrawn letters of credit outstanding under the credit facility. The letters of credit outstanding under the credit facility are subject to a per annum fee, representing the *Applicable Margin* (1.75% at June 15, 2012) plus 0.125%. As of June 15, 2012, we had unused borrowing capacity of \$389 million under the credit facility.

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**Table of Contents**

**DESCRIPTION OF NOTES**

The terms of the notes we are offering are described below. The notes are a series of debt securities described in the prospectus that follows this prospectus supplement. The provisions described below supplement, and to the extent they conflict they supersede, the information in the prospectus with respect to the notes.

You can find the definitions of capitalized terms used in this description under **Certain Definitions**. In this description, the words **we**, **us**, **our** or **Pioneer** refer only to Pioneer Natural Resources Company and not to any of its subsidiaries and **Pioneer USA** refers to our wholly-owned subsidiary Pioneer Natural Resources USA, Inc.

We will issue the notes as a series of debt securities under a base indenture to be entered into between us and Wells Fargo Bank, National Association, as trustee, as supplemented by a supplemental indenture creating the notes. We refer to the base indenture, as so supplemented, as the **indenture**. The indenture is governed by the Trust Indenture Act of 1939, or the **Trust Indenture Act**. The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act. We urge you to read the base indenture and the supplemental indenture because they, and not this description, define your rights as a holder of the notes.

We will issue notes only in fully registered form without coupons, in denominations of \$1,000 and integral multiples of \$1,000.

We may in the future issue other series of notes under the indenture.

**Principal, Maturity and Interest**

The notes will be our senior unsecured obligations, initially limited to \$600 million aggregate principal amount, and will mature on July 15, 2022. We may, without the consent of the holders, increase such aggregate principal amount in the future, on the same terms and conditions and with the same CUSIP numbers as the notes offered by this prospectus supplement. We will not issue any such additional notes unless the additional notes are fungible with the notes offered by this prospectus supplement for United States federal income tax purposes. The notes will bear interest at the rate per annum shown on the cover page of this prospectus supplement from June 26, 2012, for the first interest payment, and from the most recent date on which interest has been paid after the first interest payment date. Interest will be payable semiannually on January 15 and July 15 of each year, commencing January 15, 2013, to those persons who were holders of record at the close of business on the January 1 and July 1 immediately preceding each interest payment date. We will pay interest on overdue principal at 1.00% per annum in excess of the stated rate of interest, and we will pay interest on overdue installments of interest at that higher rate to the extent lawful. Interest will be paid on the basis of a 360-day year comprised of twelve 30-day months.

**Possible Future Guarantee**

The notes will not be guaranteed by our principal U.S. Subsidiary, Pioneer USA, or any of our other Subsidiaries, when issued. If our credit facility is ever guaranteed by Pioneer USA, Pioneer USA will be required to guarantee our Existing Senior Notes on a *pari passu* basis. If Pioneer USA becomes obligated to guarantee those certain Existing Senior Notes, Pioneer USA will likewise be obligated to guarantee the notes offered by this prospectus supplement on a *pari passu* basis. See **Certain Definitions** for a definition of our Existing Senior Notes.

**Ranking**

The notes will be:

our general unsecured senior obligations;

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**Table of Contents**

equal ( *pari passu* ) in ranking with all of our existing and future senior unsecured indebtedness; and

senior in right of payment to all of our existing and future subordinated indebtedness.

At March 31, 2012, we had approximately \$2.7 billion of indebtedness for borrowed money ranking *pari passu* in right of payment with the notes, including approximately \$67 million outstanding under our credit facility. As of June 15, 2012, we had \$821 million outstanding under our credit facility, a portion of which we intend to repay with the net proceeds from this offering, and cash on hand of \$261 million.

The notes will be effectively subordinated in right of payment to all of our existing and future secured or guaranteed indebtedness to the extent of the value of the assets securing such indebtedness or of the value of the Subsidiaries providing the guarantees. In addition, we are a holding company and conduct all of our operations through Subsidiaries, and the notes will be structurally subordinated to all obligations of our Subsidiaries. At March 31, 2012, on an as adjusted basis to give effect to the use of proceeds from this offering as described in Use of Proceeds, we would have had \$2.6 billion of indebtedness for borrowed money ranking *pari passu* in right of payment with the notes, and our Subsidiaries would have had aggregate balance sheet liabilities of \$1.3 billion, excluding intercompany liabilities.

Substantially all of our operating income and cash flow is generated by our subsidiaries. As a result, funds necessary to meet our debt service obligations are provided in part by distributions or advances from our subsidiaries. Under certain circumstances, contractual and legal restrictions, as well as the financial condition and operating requirements of our subsidiaries, could limit our ability to obtain cash from our subsidiaries for the purpose of meeting our debt service obligations, including the payment of principal and interest on the notes.

**Optional Redemption**

The notes will be redeemable at any time, at our option, in whole or from time to time in part, upon not less than 30 or more than 60 days notice, as provided in the indenture, on any date prior to maturity. If the notes are redeemed before the date that is three months prior to their maturity date, the notes will be redeemed at a redemption price equal to the sum of 100% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the date of redemption) plus a make-whole premium described below, if any. In the event that the notes are so redeemed, the redemption price will never be less than 100% of the principal amount of the notes plus accrued and unpaid interest, if any, to the date of redemption. If the notes are redeemed on or after the date that is three months prior to their maturity date, the notes will be redeemed at a redemption price equal to 100% of the principal amount of the notes then outstanding to be redeemed plus accrued and unpaid interest, if any, to the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the date of redemption).

The amount of the make-whole premium with respect to any note (or portion of a note) to be redeemed before the date that is three months prior to their maturity date will be equal to the excess, if any, of:

the sum of the present values, calculated as of the date of redemption, of:

each interest payment that, but for such redemption, would have been payable on the note (or portion of the note) being redeemed on each interest payment date occurring after the date of redemption (excluding any accrued interest for the period prior to the date of redemption); and

the principal amount that, but for such redemption, would have been payable at the final maturity of the note (or portion of the note) being redeemed; over

the principal amount of the note (or portion of the note) being redeemed.

The present values of interest and principal payments referred to above will be determined in accordance with generally accepted principles of financial analysis. Such present values will be calculated by discounting the



## **Table of Contents**

amount of each payment of interest or principal from the date that each such payment would have been payable, but for the redemption, to the date of redemption at a discount rate equal to the treasury yield described below plus 37.5 basis points.

The make-whole premium will be calculated by an independent investment banking institution of national standing appointed by us; provided that if we fail to make the appointment at least 30 business days prior to the date of redemption, or if the institution so appointed is unwilling or unable to make the calculation, by an independent investment banking institution of national standing appointed by the trustee.

For purposes of determining the make-whole premium, the treasury yield shall be a rate of interest per annum equal to the weekly average yield to maturity of United States treasury notes that have a constant maturity that corresponds to the remaining term to maturity of the notes, calculated to the nearest 1/12th of a year. The treasury yield will be determined as of the third business day immediately preceding the applicable date of redemption.

The weekly average yields of United States treasury notes will be determined by reference to the most recent statistical release published by the Federal Reserve Bank of New York and designated "H.15 (519) Selected Interest Rates" or any successor release. If such statistical release sets forth a weekly average yield for United States treasury notes having a constant maturity that is the same as the remaining term of the notes, then the treasury yield will be equal to such weekly average yield. In all other cases, the treasury yield will be calculated by interpolation, on a straight-line basis, between the weekly average yields on the United States treasury notes that have a constant maturity closest to and greater than the remaining term of the notes and the United States treasury notes that have a constant maturity closest to and less than the remaining term of the notes (in each case as set forth in the statistical release). Any weekly average yields so calculated by interpolation will be rounded to the nearest 1/100th of 1%, with any figure of 1/200th of 1% or above being rounded upward. If weekly average yields for United States treasury notes are not available in the statistical release or otherwise, then the treasury yield will be calculated by interpolation of comparable rates selected by the independent investment banking institution.

In the case of any partial redemption, the trustee will select the notes for redemption on a pro rata basis, by lot or by such other method as the trustee in its sole discretion shall deem to be fair and appropriate, although no note of \$1,000 in original principal amount or less shall be redeemed in part. If any note is to be redeemed in part only, the notice of redemption relating to such note shall state the portion of the principal amount of the note to be redeemed. A note in principal amount equal to the unredeemed portion of the note will be issued in the name of the holder of the note upon cancellation of the original note.

## **Offer to Repurchase Upon a Change of Control Repurchase Event**

If a Change of Control Repurchase Event occurs, unless we have otherwise exercised our right to redeem the notes, we will make an offer to each holder of notes to repurchase all or any portion (equal to \$1,000 or an integral multiple of \$1,000) of that holder's notes at a price in cash equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest, if any, on the notes repurchased to the date of repurchase. Within 30 days following any Change of Control Repurchase Event, we will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control Repurchase Event and offering to repurchase the notes on the payment date specified in the notice, which date will not be less than 30 days or more than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. We will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the notes, we will comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control Repurchase Event provisions of the notes by virtue of such conflict.

## **Table of Contents**

On the Change of Control Repurchase Event payment date, we will, to the extent lawful:

accept for payment all notes or portions of notes properly tendered pursuant to our offer;

deposit with the paying agent an amount equal to the aggregate purchase price in respect of all notes or portions of notes properly tendered; and

deliver or cause to be delivered to the trustee the notes properly accepted, together with an officers certificate stating the aggregate principal amount of notes or portions of notes being purchased by us.

The paying agent will promptly mail to each holder of notes properly tendered the purchase price for such notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal to the principal amount of any unpurchased portion of the notes surrendered, if any; provided, that each new note will be issued in denominations of \$1,000 or integral multiples of \$1,000.

Except as described above with respect to a Change of Control Repurchase Event, the indenture will not contain any other provisions that permit the holders of the notes to require us to repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

We will not be required to make an offer to repurchase the notes upon a Change of Control Repurchase Event if a third party makes an offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to an offer made by us, and such third party purchases all notes properly tendered and not withdrawn under its offer.

## **Sinking Fund**

There will be no mandatory sinking fund payments for the notes.

## **Book-Entry, Delivery and Form**

Except as described below, the notes sold will initially be issued in the form of one or more global notes. The global notes will be deposited with, or on behalf of, DTC or its nominee. Except as set forth below, the global notes may be transferred, in whole and not in part, only to DTC or another nominee of DTC. Investors may hold their beneficial interests in the global notes directly through DTC if they have an account with DTC or indirectly through organizations that have accounts with DTC.

The descriptions of the operations and procedures of DTC set forth below are provided solely as a matter of convenience. These operations and procedures are solely within the control of DTC and are subject to change by it from time to time. We do not take any responsibility for these operations or procedures, and investors are urged to contact DTC or its participants directly to discuss these matters.

DTC had advised us that it is:

a limited purpose trust company organized under the laws of the State of New York;

a banking organization within the meaning of the New York Banking Law;

a member of the Federal Reserve System;

a clearing corporation within the meaning of the New York Uniform Commercial Code, as amended; and

a clearing agency registered under Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and facilitates the clearance and settlement of securities transactions between its participants through electronic book-entry changes to the accounts of its participants, which eliminates the need for physical transfer and delivery of certificates. DTC's participants

S-14



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**Table of Contents**

include securities brokers and dealers, including the underwriters; banks and trust companies; clearing corporations and some other organizations. Indirect access to DTC's system is also available to other entities such as banks, brokers, dealers, and trust companies; these indirect participants clear through or maintain a custodial relationship with a participant in DTC, either directly or indirectly. Investors who are not DTC participants may beneficially own securities held by or on behalf of DTC only through participants or indirect participants in DTC.

We expect that pursuant to procedures established by DTC:

upon deposit of each global note, DTC will credit the accounts of participants in DTC designated by the underwriters with an interest in the global note; and

ownership of the notes will be shown on, and the transfer of ownership of the notes will be effected only through, records maintained by DTC, with respect to the interests of participants in DTC, and the records of participants and indirect participants, with respect to the interests of persons other than participants in DTC.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of the securities in definitive form. Accordingly, the ability to transfer interests in the notes represented by a global note to these persons may be limited. In addition, because DTC can act only on behalf of its participants, who in turn act on behalf of persons who hold interests through participants, the ability of a person having an interest in notes represented by a global note to pledge or transfer that interest to persons or entities that do not participate in DTC's system, or to otherwise take actions in respect of that interest, may be affected by the lack of a physical definitive security in respect of the interest.

So long as DTC or its nominee is the registered owner of a global note, DTC or the nominee, as the case may be, will be considered the sole owner or holder of the notes represented by the global note for all purposes under the indenture. Except as provided below, owners of beneficial interests in a global note:

will not be entitled to have notes represented by the global note registered in their names;

will not receive or be entitled to receive physical delivery of certificated notes; and

will not be considered the owners or holders of the notes under the indenture for any purpose, including with respect to the giving of any direction, instruction, or approval to the trustee under the indenture.

Accordingly, each holder owning a beneficial interest in a global note must rely on the procedures of DTC and, if the holder is not a participant or an indirect participant in DTC, on the procedures of the DTC participant through which the holder owns its interest, to exercise any rights of a holder of notes under the indenture or the global note. We understand that under existing industry practice, if we request any action of holders of notes, or if a holder that is an owner of a beneficial interest in a global note desires to take any action that DTC, as the holder of the global note, is entitled to take, then DTC would authorize its participants to take the action and the participants would authorize holders owning through participants to take the action or would otherwise act upon the instruction of such holders. Neither the trustee nor we will have any responsibility or liability for any aspect of the records relating to or payments made on account of notes by DTC, or for maintaining, supervising, or reviewing any records of DTC relating to the notes.

Payments with respect to the principal of, and premium, if any, and interest on, any notes represented by a global note registered in the name of DTC or its nominee on the applicable record date will be payable by the trustee to or at the direction of DTC or its nominee in its capacity as the registered holder of the global note representing those notes under the indenture. Under the terms of the indenture, we and the trustee may treat the persons in whose names the notes, including the global notes, are registered as the owners of the notes for the purpose of receiving payment on the notes and for any and all other purposes whatsoever. Accordingly, neither we nor the trustee has or will have any responsibility or liability for the payment of amounts to owners of



## **Table of Contents**

beneficial interests in a global note, including principal, premium, if any, and interest. Payments by the participants and the indirect participants in DTC to the owners of beneficial interests in a global note will be governed by standing instructions and customary industry practice and will be the responsibility of the participants or the indirect participants and DTC.

Transfers between participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds.

Although DTC has agreed to the above procedures to facilitate transfers of interests in the global notes among participants in DTC, DTC is under no obligation to perform or to continue to perform the procedures, and the procedures may be discontinued at any time. Neither the trustee nor we will have any responsibility for the performance by DTC or its participants or indirect participants of its respective obligations under the rules and procedures governing their operations.

## **Certificated Notes**

The notes represented by the global notes are exchangeable for certificated notes in definitive form of like tenor as such notes in denominations of \$1,000 and integral multiples thereof only if:

the Depository notifies us that it is unwilling or unable to continue as depository for the global notes or if at any time the depository ceases to be a clearing agency registered under the Securities Exchange Act of 1934 and a successor depository is not appointed by us within 90 days;

we in our discretion at any time determine not to have all of the notes represented by the global notes;

an event of default has occurred and is continuing; or

upon the occurrence of certain other events.

Any note that is exchangeable pursuant to the preceding sentence is exchangeable for certificated notes issuable in authorized denominations and registered in such names as the Depository shall direct. Subject to the foregoing, the global notes are not exchangeable, except for a global note of the same aggregate denomination to be registered in the name of the Depository or its nominee.

## **Same-Day Payment**

The indenture will require that payments in respect of notes (including principal, premium and interest) be made by wire transfer of immediately available funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each such holder's registered address.

## **Certain Covenants**

Set forth below are summaries of certain covenants contained in the supplemental indenture.

*Limitation on Liens.* We will not, and will not permit any of our Subsidiaries to, create or permit to exist any Liens upon any Principal Property or any shares of stock or Indebtedness of any Subsidiary that owns or leases any Principal Property (whether such Principal Property, shares of stock or Indebtedness are now owned or hereafter acquired) unless all payments due under the indenture with respect to the notes are secured on an equal and ratable basis with the obligations so secured until such time as such obligations are no longer secured by a Lien. The preceding sentence will not require us to secure the notes if the Liens consist of either (1) Permitted Liens or (2) Liens securing excepted indebtedness as described below.

*Limitation on Sale and Leaseback Transactions.* Neither we nor any of our Subsidiaries will enter into any Sale and Leaseback Transaction with respect to any Principal Property unless either (1) we or such Subsidiary would be entitled, pursuant to the provisions of the indenture, to incur Indebtedness secured by a Lien on the



## **Table of Contents**

property to be leased without equally and ratably securing the notes pursuant to the covenant described above in Limitation on Liens, or (2) we, within six months after the effective date of such transaction, apply to the voluntary defeasance or retirement of its funded debt an amount equal to the Attributable Indebtedness of such transaction.

*Excepted Indebtedness.* Notwithstanding the foregoing limitations on Liens and Sale and Leaseback Transactions, we and our subsidiaries may issue, assume, or guarantee Indebtedness secured by a Lien without securing the notes, or may enter into Sale and Leaseback Transactions without defeasing or retiring funded debt, or enter into a combination of such transactions, if the sum of the principal amount of all such Indebtedness and the Attributable Indebtedness of all such Sale and Leaseback Transactions does not at any time exceed 15% of Adjusted Consolidated Net Tangible Assets.

## **Transfer**

The notes will be issued in registered form and will be transferable only upon the surrender of the notes being transferred for registration of transfer. We may require payment of a sum sufficient to cover any tax, assessment or other governmental charge payable in connection with certain transfers and exchanges.

## **Concerning the Trustee**

Wells Fargo Bank, National Association will be the trustee under the indenture and will be appointed by us as registrar and paying agent with regard to the notes. From time to time, we may have banking relationships in the ordinary course of business with Wells Fargo Bank, National Association or its affiliates. Wells Fargo Bank, National Association is a lender under our credit facility.

## **Events of Default**

Each of the following events will constitute an event of default for the notes under the indenture:

failure to pay interest on the notes, or any payment with respect to the related coupons, if any, for 30 days past the applicable due date;

failure to pay principal of, or premium, if any, on the notes when due, whether at maturity, upon redemption, by declaration, upon required repurchase or otherwise;

failure to perform any covenant or agreement in the indenture, including failure to comply with the provisions of the indenture relating to consolidations, mergers and sales of assets, but other than a covenant included in a supplemental indenture solely for the benefit of a different series of Pioneer's debt securities, which failure to comply continues for 90 days after written notice from the trustee or holders of 25% of the outstanding principal amount of the notes as provided in the indenture;

acceleration of more than \$50 million of indebtedness of Pioneer under the terms of the applicable debt instrument if the acceleration is not rescinded or the indebtedness is not paid within ten days after written notice from the trustee or holders of 25% of the outstanding principal amount of the notes as provided in the indenture;

specified events relating to the bankruptcy, insolvency or reorganization of us or any of our significant subsidiaries; and

any other event of default provided with respect to the notes.

An event of default with respect to one series of debt securities is not necessarily an event of default for another series.

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If there is an event of default with respect to the notes, which continues for the requisite amount of time, either the trustee or holders of at least 25% of the aggregate principal amount of the notes may declare the

S-17

## **Table of Contents**

principal amount of and interest on the notes to be due and payable immediately, except that if an event of default occurs due to bankruptcy, insolvency or reorganization as provided in the indenture, then the principal of and interest on the notes shall become due and payable immediately without any act by the trustee or any holder of the notes. If the notes were issued at an original issue discount, less than the stated principal amount may become payable.

Before the acceleration of the maturity of the notes, the holders of a majority in aggregate principal amount of the notes may, on behalf of the holders of the notes, waive any past default or event of default and its consequences for that series, except (1) a default in the payment of the principal, premium, or interest with respect to the notes or (2) a default with respect to a provision of the indenture that cannot be amended without the consent of each holder affected by the amendment. In case of a waiver of a default, that default shall cease to exist, any event of default arising from that default shall be deemed to have been cured for all purposes, and we, the trustee, and the holders of the notes will be restored to their former positions and rights under the indenture.

The trustee under the indenture will, within 90 days after the occurrence of an event of default, or if later, within 30 days after the trustee obtains actual knowledge of the event of default, with respect to the notes, give to the holders of the notes notice of all uncured events of default with respect to the notes known to it, unless the events of default have been cured or waived before the giving of the notice, but the trustee will be protected in withholding the notice if it in good faith determines that the withholding of the notice is in the interest of the holders of the notes, except in the case of an event of default in the payment of principal, premium, or interest with respect to the notes.

A holder may institute a suit against us for enforcement of such holder's rights under the indenture for the appointment of a receiver or trustee, or for any other remedy only if the following conditions are satisfied:

the holder gives the trustee written notice of a continuing event of default with respect to the notes held by that holder;

holders of at least 25% of the aggregate principal amount of the notes make a request, in writing, and offer reasonable indemnity or security, to the trustee for the trustee to institute the requested proceeding;

the trustee does not receive direction contrary to the holder's request within 90 days following such notice, request and offer of indemnity or security under the terms of the indenture; and

the trustee does not institute the requested proceeding within 90 days following such notice.

The indenture will require us every year to deliver to the trustee a statement as to performance of our obligations under the indenture and as to any defaults.

A default in the payment of any of our other debt securities, or a default with respect to our other debt securities that causes them to be accelerated, may give rise to a cross-default under our bank credit facility or other indebtedness.

## **Legal Defeasance and Covenant Defeasance**

The legal defeasance and covenant defeasance provisions described under [Description of Debt Securities](#) [Legal Defeasance and Covenant Defeasance](#) in the attached prospectus shall be applicable to the notes.

## **Reports**

We will deliver to the trustee (unless such reports have been filed within the time period set forth below on the SEC's Electronic Data Gathering, Analysis and Retrieval system), within 30 calendar days after we file them with the SEC, copies of our annual reports and of the information, documents and other reports (or copies of such





## **Table of Contents**

portions of any of the foregoing as the SEC may by rules and regulations prescribe) which we are required to file with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act. We also will comply with the provisions of Section 314(a) of the Trust Indenture Act.

### **Certain Definitions**

Set forth below is a summary of certain of the defined terms used in the base indenture and the supplemental indenture. Reference is made to the base indenture and the supplemental indenture for the full definition of all such terms as well as any other capitalized terms used herein for which no definition is provided. Unless the context otherwise requires, an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles.

Adjusted Consolidated Net Tangible Assets means (without duplication), as of the date of determination, the remainder of:

the sum of:

discounted future net revenues from proved oil and gas reserves of us and our Subsidiaries calculated in accordance with SEC guidelines before any provincial, territorial, state, federal or foreign income taxes, as estimated by us in a reserve report prepared as of the end of our most recently completed fiscal year for which audited financial statements are available;

as increased by, as of the date of determination, the estimated discounted future net revenues from:

estimated proved oil and gas reserves acquired since such year end, which reserves were not reflected in such year end reserve report; and

estimated oil and gas reserves attributable to upward revisions of estimates of proved oil and gas reserves since such year end due to exploration, development or exploitation activities, in each case calculated in accordance with SEC guidelines (utilizing the prices utilized in such year end reserve report);

and decreased by, as of the date of determination, the estimated discounted future net revenues from:

estimated proved oil and gas reserves produced or disposed of since such year end; and

estimated oil and gas reserves attributable to downward revisions of estimates of proved oil and gas reserves since such year-end due to changes in geological conditions or other factors which would, in accordance with standard industry practice, cause such revisions, in each case calculated on a pre-tax basis and substantially in accordance with SEC guidelines (utilizing the prices utilized in such year end reserve report);

in each case as estimated by our petroleum engineers or any independent petroleum engineers engaged by us for that purpose; plus

the capitalized costs that are attributable to oil and gas properties of us and our Subsidiaries to which no proved oil and gas reserves are attributable, based on our books and records as of a date no earlier than the date of our latest available annual or quarterly financial statements; plus

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the Net Working Capital on a date no earlier than the date of our latest annual or quarterly financial statements; and plus

the greater of:

the net book value of other tangible assets of us and our Subsidiaries, as of a date no earlier than the date of our latest annual or quarterly financial statements; and

S-19

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**Table of Contents**

the appraised value, as estimated by independent appraisers, of other tangible assets of us and our Subsidiaries, as of a date no earlier than the date of our latest audited financial statements; minus

the sum of:

noncontrolling interests in consolidating subsidiaries;

any net gas balancing liabilities of us and our Subsidiaries reflected in our latest audited financial statements;

to the extent included in the sum obtained under the first item in this definition, the discounted future net revenues, calculated in accordance with SEC guidelines (utilizing the prices utilized in our year-end reserve report), attributable to reserves that are required to be delivered to third parties to fully satisfy the obligations of us and our subsidiaries with respect to Volumetric Production Payments (determined, if applicable, using the schedules specified with respect thereto); and

the discounted future net revenues, calculated in accordance with SEC guidelines, attributable to reserves subject to Dollar-Denominated Production Payments which, based on the estimates of production and price assumptions included in determining the discounted future net revenues specified in the first item in the definition, would be necessary to fully satisfy the payment obligations of us and our Subsidiaries with respect to Dollar-Denominated Production Payments (determined, if applicable, using the schedules specified with respect thereto).

If we change our method of accounting from the successful efforts method to the full cost or a similar method of accounting, Adjusted Consolidated Net Tangible Assets will continue to be calculated as if we were still using the successful efforts method of accounting.

Attributable Indebtedness with respect to a Sale and Leaseback Transaction means, as of the time of determination, (i) if the obligation with respect to such Sale and Leaseback Transaction is a capitalized lease obligation, the amount equal to the capitalized amount of such obligation determined in accordance with generally accepted accounting principles and included in the financial statements of the lessee or (ii) if the obligation with respect to such Sale and Leaseback Transaction is not a capitalized lease obligation, the amount equal to the total Net Amount of Rent required to be paid by the lessee under such lease during the remaining term thereof (including any period for which the lease has been extended), discounted from the respective due dates thereof to such determination date at the rate per annum borne by the notes compounded semiannually.

Change of Control means the occurrence of any of the following events:

(1) any person or group (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act or any successor provisions to either of the foregoing) of persons become the beneficial owners (as defined in Rule 13d-3 under the Exchange Act, except that a person will be deemed to have beneficial ownership of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of Pioneer, whether as a result of the issuance of securities of Pioneer, any merger, consolidation, liquidation or dissolution of Pioneer or otherwise; or

(2) the sale, transfer, assignment, lease, conveyance or other disposition, directly or indirectly, of all or substantially all the assets of Pioneer and its Subsidiaries, considered as a whole (other than a disposition of such assets as an entirety or virtually as an entirety to a wholly-owned subsidiary) shall have occurred, or Pioneer merges, consolidates or amalgamates with or into any other person or any other person merges, consolidates or amalgamates with or into Pioneer, in any such event pursuant to a transaction in which the outstanding Voting Stock of Pioneer is reclassified into or exchanged for cash, securities or other property, other than any such transaction where:

(a) the outstanding Voting Stock of Pioneer is reclassified into or exchanged for other Voting Stock of Pioneer or for Voting Stock of the surviving corporation, and

**Table of Contents**

(b) the holders of the Voting Stock of Pioneer immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of Pioneer or the surviving corporation immediately after such transaction and in substantially the same proportion as before the transition; or

(3) during any period, individuals who at the beginning of such period constituted the Board of Directors (together with any new directors whose election or appointment by such Board or whose nomination for election by the stockholders of Pioneer was approved by a vote of not less than a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors then in office; or

(4) the stockholders of Pioneer shall have approved any plan of liquidation or dissolution of Pioneer.

Change of Control Repurchase Event means the occurrence of both a Change of Control and a Rating Decline.

Consolidated Net Worth means, with respect to any person, the stockholders' equity of such person and its Subsidiaries, as determined on a consolidated basis in accordance with generally accepted accounting principles, less (to the extent included in stockholders' equity) amounts attributable to redeemable stock of such person or its Subsidiaries.

Credit Agreement means our Second Amended and Restated 5-Year Revolving Credit Agreement dated as of March 31, 2011, among us, as Borrower, Wells Fargo Bank, National Association, as Administrative Agent, Wells Fargo Bank, National Association, Bank of America, N.A. and JPMorgan Chase Bank, N.A., as Issuing Banks, Wells Fargo Bank, National Association, Bank of America, N.A. and JPMorgan Chase Bank, N.A., as Swingline Lenders, the Lenders party hereto, Bank of America, N.A. and JPMorgan Chase Bank, N.A., as Co-Syndication Agents, Bank of Montreal and Citibank N.A., as Co-Documentation Agents, and Wells Fargo Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC, as Co-Arrangers and Joint Bookrunners, as supplemented, amended or modified or refinanced from time to time. It is understood and agreed that the Credit Agreement may be refinanced, refunded, extended, renewed or replaced (through one or more such refinancings, refundings, extensions, renewals or replacements), as a whole, or in part, from time to time after the termination of the applicable Credit Agreement.

Dollar-Denominated Production Payments means production payment obligations recorded as liabilities in accordance with GAAP, together with all undertakings and obligations in connection therewith.

Existing Senior Notes means our (i) 5.875% Senior Notes due 2016, (ii) 6.65% Senior Notes due 2017, (iii) 6.875% Senior Notes due 2018, (iv) 7.50% Senior Notes due 2020, (v) 7.20% Senior Notes due 2028 and (vi) 2.875% Convertible Senior Notes due 2038.

Government Contract Lien means any Lien required by any contract, statute, regulation or order in order to permit us or any of our Subsidiaries to perform any contract or subcontract made by us or our Subsidiaries with or at the request of the United States or any State thereof or any department, agency or instrumentality of either or to secure partial, progress, advance or other payments by us or any of our Subsidiaries to the United States or any State thereof or any department, agency or instrumentality of either pursuant to the provisions of any contract, statute, regulation or order.

Indebtedness means, with respect to any person, at any date, any obligation created or assumed by such person for the repayment of borrowed money and any guarantee thereof.

Investment Grade means BBB- or higher by S&P and Baa3 or higher by Moody's, or the equivalent of such ratings by S&P or Moody's, or, if either S&P and Moody's shall not make a rating on the notes publicly available, another Rating Agency.

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**Table of Contents**

**Lien** means any mortgage, pledge, security interest, encumbrance, lien, charge or adverse claim affecting title or resulting in an encumbrance against real or personal property or a security interest of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof or any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute other than to reflect ownership by a third party of property leased to us or any of our Subsidiaries under a lease that is not in the nature of a conditional sale or title retention agreement).

**Moody's** means Moody's Investors Service, Inc.

**Net Amount of Rent** as to any lease for any period means the aggregate amount of rent payable by the lessee with respect to such period after excluding amounts required to be paid on account of maintenance and repairs, insurance, taxes, assessments, water rates and similar charges. In the case of any lease that is terminable by the lessee upon the payment of a penalty, such net amount shall also include the amount of such penalty, but no rent shall be considered as payable under such lease subsequent to the first date upon which it may be so terminated.

**Net Working Capital** means (a) all current assets of us and our Subsidiaries, less (b) all current liabilities of us and our Subsidiaries, except current liabilities included in Indebtedness, in each case as set forth in our consolidated financial statements prepared in accordance with GAAP.

**Non-Recourse Indebtedness** means Indebtedness or that portion of Indebtedness of Pioneer incurred in connection with the acquisition by Pioneer of any property and as to which:

the holders of such Indebtedness agree in writing that they will look solely to the property so acquired and securing such Indebtedness for payment on or in respect of such Indebtedness and

no default with respect to such Indebtedness would permit (after notice or passage of time or both), according to the terms of any other Indebtedness of Pioneer or a Subsidiary, any holder of such other Indebtedness to declare a default under such other Indebtedness or cause the payment of such other Indebtedness to be accelerated or payable prior to its stated maturity.

**Oil and Gas Business** means the business of exploiting, exploring for, developing, acquiring, operating, producing, processing, gathering, marketing, storing, selling, hedging, treating, swapping, refinancing and transporting hydrocarbon and other related energy businesses.

**Permitted Liens** means, with respect to any person,

pledges or deposits by such person under worker's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such person is a party, or deposits to secure public or statutory obligations of such person or deposits of cash or United States government bonds to secure performance, surety or appeal bonds to which such person is a party or which are otherwise required of such person, or deposits as security for contested taxes or import duties or for the payment of rent or other obligations of like nature, in each case incurred in the ordinary course of business;

Liens imposed by law, such as carriers', warehousemen's, laborers', materialmen's, landlords', vendors', workmen's, operators', producers' (including those arising pursuant to Article 9.343 of the Texas Uniform Commercial Code or other similar statutory provisions of other states with respect to production purchased from others) and mechanics' Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings;

Liens for property taxes, assessments and other governmental charges or levies not yet delinquent or subject to penalties for nonpayment or which are being contested in good faith by appropriate proceedings;

**Table of Contents**

minor survey exceptions, minor encumbrances, easements or reservations of or with respect to, or rights of others for or with respect to, licenses, rights-of-way, sewers, electric and other utility lines and usages, telegraph and telephone lines, pipelines, surface use, operation of equipment, permits, servitudes and other similar matters or zoning or other restrictions as to the use of real property or Liens incidental to the conduct of the business of such person or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of such properties or materially impair their use in the operation of the business of such person;

Liens existing or provided for under the terms of agreements existing on the date the notes were originally issued;

Liens on property or assets of, or any shares of stock of or secured debt of, any person at the time we or any of our Subsidiaries acquired the property or the person owning such property, including any acquisition by means of a merger or consolidation with or into us or any of our Subsidiaries;

Liens securing a hedging obligation so long as such hedging obligation is of the type customarily entered into in connection with, and is entered into for the purpose of, limiting risk;

Liens upon specific properties of us or any of our Subsidiaries securing Indebtedness incurred in the ordinary course of business to provide all or part of the funds for the exploration, drilling or development of those properties;

Purchase Money Liens and Liens securing certain Non-Recourse Indebtedness; provided, however, that the related purchase money Indebtedness and Non-Recourse Indebtedness, as applicable, shall not be secured by any property or assets of Pioneer or any Subsidiary other than the property acquired by Pioneer with the proceeds of such purchase money Indebtedness or Non-Recourse Indebtedness, as applicable;

Liens securing only Indebtedness of one of our wholly-owned Subsidiaries to us or to one or more of our wholly-owned Subsidiaries;

Liens on any property to secure bonds for the construction, installation or financing of pollution control or abatement facilities or other forms of industrial revenue bond financing or Indebtedness issued or guaranteed by the United States, any state or any department, agency or instrumentality thereof;

Government Contract Liens;

Liens in respect of Production Payments and Reserve Sales;

Liens resulting from the deposit of funds or evidences of Indebtedness in trust for the purpose of defeasing Indebtedness of us or any of our Subsidiaries;

legal or equitable encumbrances deemed to exist by reason of negative pledges or the existence of any litigation or other legal proceeding and any related lis pendens filing (excluding any attachment prior to judgment, judgment lien or attachment lien in aid of execution on a judgment);

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rights of a common owner of any interest in property held by such person;

farmout, carried working interest, joint operating, unitization, royalty, overriding royalty, sales and similar agreements relating to the exploration or development of, or production from, oil and gas properties entered into in the ordinary course of business;

any defects, irregularities or deficiencies in title to easements, rights-of-way or other properties that do not in the aggregate materially adversely affect the value of such properties or materially impair their use in the operation of the business of such person; and

Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements), as a whole or in part, of any Indebtedness secured by any Lien referred to in the foregoing fifth through thirteenth items of this

S-23

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**Table of Contents**

definition; provided, however, that (i) such new Lien shall be limited to all or part of the same property that secured the original Lien, plus improvements on such property, and (ii) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under the fifth through thirteenth items of this definition at the time the original Lien became a Permitted Lien and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement.

**Principal Property** means any property owned or leased by us or any of our Subsidiaries, the gross book value of which exceeds 1% of Consolidated Net Worth.

**Production Payments and Reserve Sales** means the grant or transfer by Pioneer or a Subsidiary of Pioneer to any person of a royalty, overriding royalty, net profits interest, production payment (whether volumetric or dollar denominated), partnership or other interest in oil and gas properties, reserves or the right to receive all or a portion of the production or the proceeds from the sale of production attributable to such properties, including any such grants or transfers pursuant to incentive compensation programs on terms that are reasonably customary in the Oil and Gas Business for geologists, geophysicists and other providers of technical services to Pioneer or a Subsidiary of Pioneer.

**Purchase Money Lien** means a Lien on property securing Indebtedness Incurred by the us or any of our Subsidiaries to provide funds for all or any portion of the cost of (i) acquiring such property incurred before, at the time of, or within six months after the acquisition of such property or (ii) constructing, developing, altering, expanding, improving or repairing such property or assets used in connection with such property.

**Rating Agency** means each of S&P and Moody's, or if S&P or Moody's or both shall not make a rating on the notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by us (as certified by a resolution of our board of directors) which shall be substituted for S&P or Moody's, or both, as the case may be.

**Rating Decline** means the rating of the notes shall be decreased by one or more gradations (including gradations within categories as well as between rating categories) by each of the Rating Agencies; provided, however, if the rating of the notes by each of the Rating Agencies is Investment Grade, then **Rating Decline** will mean the rating of the notes shall be decreased by one or more gradations (including gradations within categories as well as between rating categories) by each Rating Agency so that the rating of the notes by each of the Rating Agencies falls below Investment Grade, on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 30-day period following public notice of the occurrence of the Change of Control (which 30-day period shall be extended so long as the rating of the notes is under publicly announced consideration for possible downgrade by either of the Rating Agencies; provided, that the other Rating Agency has either downgraded, or publicly announced that it is considering downgrading, the notes).

**Refinance** means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such indebtedness. **Refinanced** and **Refinancing** shall have correlative meanings.

**S&P** means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

**Sale and Leaseback Transaction** means any arrangement with any person pursuant to which we or any of our Subsidiaries leases any Principal Property that has been or is to be sold or transferred by us or the Subsidiary to such person, other than (i) temporary leases for a term, including renewals at the option of the lessee, of not more than five years; (ii) leases between us and our Subsidiaries or between our Subsidiaries; (iii) leases of Principal Property executed by the time of, or within 12 months after the latest of, the acquisition, the completion



## **Table of Contents**

of construction or improvement, or the commencement of commercial operation of the Principal Property; and (iv) arrangements pursuant to any provision of law with an effect similar to the former Section 168(f)(8) of the Internal Revenue Code of 1954.

Subsidiary of any person means (i) any person of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by any person or one or more of the Subsidiaries of that person or a combination thereof, and (ii) any partnership, joint venture or other person in which such person or one or more of the Subsidiaries of that person or a combination thereof has the power to control by contract or otherwise the board of directors or equivalent governing body or otherwise controls such entity; provided, however, that notwithstanding the foregoing, with respect to Pioneer and its Subsidiaries, the definition of Subsidiary shall not include (A) Pioneer Southwest Energy Partners L.P. or any Subsidiary of Pioneer Southwest Energy Partners L.P., (B) EFS Midstream LLC or any Subsidiary of EFS Midstream LLC, or (C) any person (other than a guarantor of the notes) that has securities that are listed for trading on a national securities exchange or that is subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act.

Volumetric Production Payments means production payment obligations recorded as deferred revenue in accordance with GAAP, together with all undertakings and obligations in connection therewith.

Voting Stock of any person means all classes of capital stock or other interests (including partnership interests) of such person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

## **Governing Law**

The indenture and the notes will be governed by the laws of the State of New York.

**Table of Contents****UNDERWRITING**

Subject to the terms and conditions set forth in the underwriting agreement dated the date of this prospectus supplement, the underwriters named below, for whom Citigroup Global Markets Inc. and Deutsche Bank Securities Inc. are acting as representatives, have severally agreed to purchase from us the following respective principal amounts of notes set forth opposite their name below.

<b>Underwriters</b>	<b>Principal Amount of Notes</b>
Citigroup Global Markets Inc.	\$ 96,000,000
Deutsche Bank Securities Inc.	96,000,000
Credit Suisse Securities (USA) LLC	96,000,000
UBS Securities LLC	96,000,000
Wells Fargo Securities, LLC	96,000,000
J.P. Morgan Securities LLC	25,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	25,000,000
Credit Agricole Securities (USA) Inc.	17,500,000
Goldman, Sachs & Co.	17,500,000
Mitsubishi UFJ Securities (USA), Inc.	17,500,000
RBS Securities Inc.	17,500,000
 Total	 \$ 600,000,000

The underwriting agreement provides that the obligations of the several underwriters to purchase the notes offered hereby are subject to certain conditions precedent and that the underwriters will purchase all of the notes offered by this prospectus supplement if any of these notes are purchased.

The representatives of the underwriters have advised us that the underwriters propose to offer the notes to the public at the public offering price set forth on the cover of this prospectus supplement and to selected dealers at a price that represents a selling concession not in excess of .40% of the principal amount of the notes. In addition, the underwriters may allow, and those selected dealers may re-allow, a selling concession of not more than .25% of the principal amount of the notes to other dealers. After the initial public offering, the representatives of the underwriters may change the public offering price and other selling terms.

In addition, we estimate that our share of the total expenses of this offering, excluding underwriting discounts, will be approximately \$1.2 million.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, and to contribute to payments the underwriters may be required to make in respect of any of these liabilities.

The representatives of the underwriters have advised us that the underwriters do not intend to confirm sales to any account over which they exercise discretionary authority.

The notes are a new issue of securities with no established trading market. In addition, the notes will not be listed on any securities exchange or on any automated dealer quotation system. The underwriters have advised us that they intend to make a market in the notes. However, they are not obligated to do so and may discontinue any market-making activities at any time in their sole discretion. No assurance can be given as to the liquidity of the trading market for the notes or that an active public market for the notes will develop. If an active public trading market for the notes does not develop, the market price and liquidity of the notes may be adversely affected.

In connection with the offering, the underwriters may engage in overallotment, stabilizing transactions and syndicate covering transactions. Overallotment involves sales in excess of the offering size, which create a short position for the underwriters. Stabilizing transactions involve bids to purchase the notes in the open market for the purpose of pegging, fixing or maintaining the price of the notes. Syndicate covering transactions involve the purchases of the notes in the open market after the distribution has been completed in order to cover short



## **Table of Contents**

positions. Stabilizing transactions and syndicate covering transactions may cause the price of the notes to be higher than it would otherwise be in the absence of those transactions. If the underwriters engage in stabilizing or syndicate covering transactions, they may discontinue them at any time.

The underwriters may also impose a penalty bid. Penalty bids permit the underwriters to reclaim a selling concession from a syndicate member when the representative, in covering syndicate short positions or making stabilizing purchases, repurchases notes originally sold by that syndicate member.

## **Conflicts of Interest**

For a discussion of certain conflicts of interest involving the underwriters, see [Conflicts of Interest](#).

### **CONFLICTS OF INTEREST**

Certain of the underwriters and their affiliates have in the past provided, and may in the future provide, investment banking, commercial banking, derivative transactions and financial advisory services to us and our affiliates in the ordinary course of business. Specifically, Wells Fargo Bank, National Association, an affiliate of Wells Fargo Securities, LLC, serves as the administrative agent and as a lender under our credit facility. In addition, affiliates of each of Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Credit Suisse Securities (USA) LLC, UBS Securities LLC, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Agricole Securities (USA) Inc., Goldman, Sachs & Co., Mitsubishi UFJ Securities (USA), Inc. and RBS Securities Inc. are lenders under our credit facility.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments, including serving as counterparties to certain derivative and hedging arrangements, and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. If any of the underwriters or their affiliates have a lending relationship with us, certain of those underwriters or their affiliates routinely hedge, and certain other of those underwriters may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, these underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Additionally, Wells Fargo Bank, National Association, an affiliate of Wells Fargo Securities, LLC, will serve as the trustee for the indenture governing the notes.

Affiliates of certain of the underwriters are lenders under our credit facility and will receive their pro rata portion of the net proceeds from this offering through the repayment of the commitments they have extended under the credit facility. As a result, each of Citigroup Global Markets Inc., Wells Fargo Securities, LLC, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, or their respective affiliates, may receive in excess of 5% of the net offering proceeds and may have a conflict of interest within the meaning of Rule 5121 of FINRA. Accordingly, this offering will be conducted in accordance with the requirements of FINRA Rule 5121.

Citigroup Global Markets Inc., Wells Fargo Securities, LLC, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated will not confirm sales of the debt securities to any account over which they exercise discretionary authority without the prior written approval of the customer.

## Table of Contents

### **LEGAL MATTERS**

The validity of the notes offered in this prospectus supplement will be passed upon for us by Vinson & Elkins L.L.P., Dallas, Texas. Certain legal matters in connection with this offering will be passed upon for the underwriters by Milbank, Tweed, Hadley & McCloy LLP.

### **EXPERTS**

The consolidated financial statements of Pioneer Natural Resources Company appearing in Pioneer Natural Resources Company's Annual Report (Form 10-K) for the year ended December 31, 2011 and the effectiveness of Pioneer Natural Resources Company's internal control over financial reporting as of December 31, 2011 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

Estimated quantities of our oil and gas reserves and the net present value of such reserves as of December 31, 2011, set forth or incorporated by reference in this prospectus are based upon reserve reports prepared by us and audited by Netherland, Sewell & Associates, Inc. for our major properties in the United States and reserve reports prepared by our engineers for all other properties. The reserve audit conducted by Netherland, Sewell & Associates, Inc. for our major properties in the United States in aggregate represented 90% of our estimated proved quantities of reserves as of December 31, 2011. We have incorporated these estimates in reliance on the authority of such firm as experts in such matters.

### **WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. The SEC also maintains an Internet site ([www.sec.gov](http://www.sec.gov)) that contains the reports, proxy and information statements that we file electronically with the SEC. Our reports, proxy and information statements are also available through our Internet site at [www.pxd.com](http://www.pxd.com). The information contained in this website is not part of this prospectus supplement and the accompanying prospectus.

Our common stock is listed on the New York Stock Exchange under the symbol PXD. Our reports and other information filed with the SEC can also be inspected at the offices of the New York Stock Exchange, 11 Wall Street, New York, New York 10005.

The SEC allows us to incorporate by reference the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus supplement, and information we file later with the SEC will automatically update and supersede this information. Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, we incorporate by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until all of the notes offered hereby have been sold or we have filed with the SEC an amendment to the registration statement relating to this offering which deregisters all securities then remaining unsold:

our Annual Report on Form 10-K for the year ended December 31, 2011, as filed with the SEC on Februa