



Devon Energy Corporation
20 North Broadway
Oklahoma City, Oklahoma 73102-8260
Fax 405-552-8113

October 24, 2003

Chaparral Energy, L.L.C.
701 Cedar Lake Blvd.
Oklahoma City, Oklahoma 73114

Attn: Ted Krigbaum

Re: Joell #2
E/2 Section 6-T23S-R27E
Eddy County, New Mexico

BEFORE EXAMINER COTAMANDI OIL CONSERVATION DIVISION EXHIBIT NO. 5 CASE NO.

Gentlemen:

As you are aware, Devon Energy Production Company, L.P. ("Devon") has proposed to the record owners of the Morrow formation, the drilling of a 12,000' Morrow test well to be located 1320' FNL & 1320' FEL of Section 6-T23S-R27E with the E/2 of Section 6 being dedicated as the drilling and spacing unit. The leases comprising the spacing unit appear to be subject to that certain Joint Operating Agreement ("JOA") dated February 4, 1970 by and between Morris R. Antweil, as Operator and Delta Drilling, et al as non-operators. Exhibit "A" to the JOA reflects that the Contract Area as to the E/2 Section 6 is limited in depth from the surface to a depth of 11,766' being 100' below the total depth of the #1 Missouri-New Mexico well located in the SE/4 of Section 6. Devon's records show that Chaparral Energy, L.L.C. ("Chaparral") is the current Operator under the Contract Area only as to the depths covered by the JOA.

Devon's recent title examination finds that Chaparral owns Strawn rights only in the NE/4 of Section 6 and no leasehold interest in any other interval in the E/2 Section 6 including the Morrow interval. Devon owns or has recently acquired substantial interests in the Morrow formation, including rights above and below the contract depth of the JOA which will include certain lower Morrow sands.

Based on Chaparral's absence of leasehold ownership with respect to the Morrow formation as described above, Devon proposes that Chaparral waive any rights that it may have with regard to operations within the Morrow formation in the E/2 of Section 6. Devon would assume the duties and responsibilities of Operator as to the Morrow formation in the E/2 of Section 6, subject of course, to the appropriate approval of the majority of the parties to the JOA.

Chaparral Energy, L.L.C.

October 24, 2003

Page Two

Devon has scheduled a Compulsory Pooling hearing on November 20, 2003 before the New Mexico Oil Conservation Division ("NMOCD") in order to, among other things, pool certain leasehold interests with respect to the drilling of this well. In the event that Devon and Chaparral have not reached a voluntary agreement with respect to operations as to the Morrow interval as proposed herein prior to November 20, Devon will ask the NMOCD to hear testimony with regard to such operations and incorporate the operations issue in any order issued as a result of the testimony presented.

If there are any questions or if additional information is required, feel to call me at (405) 552-4633.

Yours very truly,

DEVON ENERGY PRODUCTION COMPANY, L.P.



Ken Gray
Senior Land Advisor

KG:
Enclosures

November 13, 2003

VIA FACSIMILIE (405) 552-8113

Mr. Ken Gray
Devon Energy Corporation
20 N. Broadway, Suite 1500
Oklahoma City, OK 73102

Re: Joell Well No 2.
E/2 Section 6-23S-27E
Eddy County, NM

Dear Ken:

As we recently discussed, Chaparral is the operator under the terms of the Operating Agreement dated February 4, 1970 which covers the referenced lands, from the surface down to 11,766'. That depth includes an upper portion of the Morrow formation. Devon desires to drill a well on these lands which would test depths above and below that depth and desires to operate the well. Chaparral agrees that Devon shall operate the well subject to the following:

1. In the event Devon or another party decides to plug and abandon the well, Chaparral shall have the right to take over the well for salvage value.
2. Should Devon desire to divest itself of excess working interest in the well, Chaparral shall have the option to take a working interest in the well at Devon's cost or on an un-promoted basis. Devon and Chaparral shall enter into a mutually agreeable Operating Agreement covering the Morrow only.
3. Devon agrees that any operations conducted in the Strawn formation will be operated by Chaparral.
4. Devon agrees to provide Chaparral copies of its updated title opinions.
5. Devon agrees not to oppose Chaparral Energy, LLC as operator under Well Density application CD #200307081 covering Section 9-11N-8W, Canadian County, Oklahoma covering the Petree # 3-9 well.

If this meets with your approval, please sign in the space provided below and return one copy of this letter to the undersigned.

Please do not hesitate to contact me by phone or email if you have any questions.

Best regards,



Ted R. Krigbaum, CPL
Senior Landman

AGREED AND ACCEPTED THIS _____ DAY OF NOVEMBER, 2003.

BY: _____

NAME: _____



Devon Energy Corporation
20 North Broadway
Oklahoma City, Oklahoma 73102-8260
Fax 405-552-8113

November 14, 2003

Chaparral Energy, L.L.C.
701 Cedar Lake Blvd.
Oklahoma City, Oklahoma 73114
Attn: Ted Krigbaum

Re: Joell #2
E/2 Section 6-T23S-R27E
Eddy County, New Mexico

Dear Ted:

Thank you for your letter of November 13 and your prompt response with regard to operational issues covering the drilling of the Joell #2 referenced above ("the well"). We have reviewed your November 13 letter and offer the following comments with respect to each point therein:

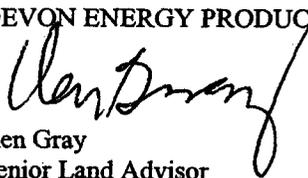
1. In the event that Devon as operator elects to abandon operations within the Morrow formation, any subsequent operations in the well, exclusive of the Morrow formation, shall be done so in accordance with the governing Joint Operating Agreement.
2. In the event that Devon elects to sell down any excess working interest in the well with respect to the Morrow formation, Devon would be agreeable to include Chaparral in a list of other interested potential participants whose terms of participation, if any, shall be negotiated.
3. Devon agrees that any operations conducted in the Strawn formation shall be done so in accordance with the governing Joint Operating Agreement.
4. Devon agrees to provide Chaparral with copies of its updated title opinions.
5. This provision should be deleted, as it has no bearing with regard to the issue at hand in Eddy County, New Mexico.

If the above is acceptable, please revise your letter of November 13 incorporating the above provisions and re-submit for our review.

If there are any questions or if additional information is required, feel to call me at (405) 552-4633.

Yours very truly,

DEVON ENERGY PRODUCTION COMPANY, L.P.



Ken Gray
Senior Land Advisor

KG:
Enclosures