

**DEVON ENERGY CORP /OK/**  
Filed by  
**KERR MCGEE CHEMICAL WORLDWIDE LLC**

**FORM SC 13D/A**  
(Amended Statement of Beneficial Ownership)

Filed 07/19/99

Address	20 N BROADWAY STE 1500 OKLAHOMA CITY, OK 73102-8260
Telephone	4052353611
CIK	0000837330
SIC Code	1311 - Crude Petroleum and Natural Gas
Industry	Oil & Gas Operations
Sector	Energy
Fiscal Year	12/31

# DEVON ENERGY CORP /OK/

## FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 7/19/1999

Address	20 N BROADWAY STE 1500 OKLAHOMA CITY, Oklahoma 73102-8260
Telephone	405-235-3611
CIK	0000837330
Fiscal Year	12/31

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

**SCHEDULE 13D**  
**Under the Securities Exchange Act of 1934**  
(Amendment No. 2)

**Devon Energy Corporation**

---

(Name of Issuer)

Common Stock, par value \$0.10 per share

---

(Title of Class of Securities)

73-0311467

---

(CUSIP Number)

Gregory F. Pilcher  
Vice President and General Counsel  
Kerr-McGee Corporation  
123 Robert S. Kerr Avenue  
Oklahoma City, Oklahoma 73102  
(405) 270-1313

---

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

July 15, 1999

---

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box: [ ]

NOTE: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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

1. Name of Reporting Person.  
I.R.S. Identification Number of Above Person (Entities Only).  
  
Kerr-McGee Corporation
2. Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)    
(b)
3. SEC Use Only
4. Source of Funds (See Instructions)  
Not Applicable
5. Check if Disclosure of Legal Proceedings is Required Pursuant to  
Items 2(d) or 2(e)
6. Citizenship or Place of Organization  
Delaware
7. Sole Voting Power  
0
8. Shared Voting Power  
9,954,000
9. Sole Dispositive Power  
0
10. Shared Dispositive Power  
9,954,000
11. Aggregate Amount Beneficially Owned by Each Reporting Person  
9,954,000
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares  
(See Instructions)
13. Percent of Class Represented by Amount in Row (11)  
20.5%
14. Type of Reporting Person (See Instructions)  
CO



## AMENDMENT NO. 2

The Statement on Schedule 13D relating to the Common Stock, par value \$0.10 per share ("Shares"), of Devon Energy Corporation ("Devon"), which was initially filed on January 8, 1997 (the "Initial Statement") by Kerr-McGee Corporation ("Kerr-McGee") and amended by Amendment No. 1, as filed on May 28, 1999 ("Amendment No. 1"), is hereby further amended as set forth herein. Capitalized terms used but not defined herein shall have the meanings as set forth in the Initial Statement.

### **Item 4. Purpose of Transaction.**

**Item 4 is amended by adding the following text to the end thereof:**

On July 15, 1999, Kerr-McGee announced the proposed offering of approximately \$350 million of Debt Exchangeable for Common Stock ("DECS"). This amount includes a 15% over-allotment option exercisable by the underwriters. Kerr-McGee has an effective shelf registration statement pursuant to which any DECS will be offered. Proceeds from the proposed offering will be used to repay existing debt of the company.

The DECS are exchangeable notes of Kerr-McGee that would be exchanged for Shares owned by Kerr-McGee or, at the option of Kerr-McGee, for cash of equivalent value. Pursuant to the Registration Agreement, Devon has filed a registration statement with the Securities and Exchange Commission (the "SEC") in connection with the offering. The timing of the DECS offering will depend on market conditions and any review by the SEC of the Devon registration statement.

### **Item 5. Interest in Securities of the Issuer.**

**Item 5 is amended by adding the following text to the end thereof:**

Upon termination of the Stock Agreement, as more fully described in Item 6 below, Kerr-McGee may be deemed to have sole voting and dispositive power with respect to the Shares.

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

**Item 6 is amended by adding the following text to the end thereof:**

Devon, Devon Delaware Corporation ("Newco") and Kerr-McGee have entered into an Agreement, dated as of July 15, 1999 (the "Termination Agreement"). Pursuant to the Termination Agreement, and subject to certain terms and conditions more fully described therein and incorporated herein by reference, (i) Kerr-McGee will receive new certificates representing Shares

without any legends; (ii) the Stock Agreement will automatically terminate upon the effectiveness of the merger (the "Merger") of Devon and PennzEnergy Company; (iii) any rights under any shareholder rights plan of Newco will not become exercisable as a result of Kerr-McGee acquiring Newco shares pursuant to the Merger; (iv) Devon and Newco will not take the position that Kerr- McGee is an affiliate of Devon or Newco in any filings with the SEC; (v)

Section 5 of the Registration Agreement, entitled "Stock Rights and Restrictions Agreement," will be deleted upon the effectiveness of the Merger, and the Registration Agreement, as so amended, shall continue in force and effect in accordance with its terms; and (vi) Devon will execute and deliver an underwriting agreement in connection with the offering of the DECS.

**Item 7. Material to be Filed as Exhibits.**

**Item 7 is amended by adding the following text to the end thereof:**

4. Agreement, dated as of July 15, 1999, among Devon, Newco and Kerr-McGee.



**SIGNATURE**

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

Date: July 19, 1999

**KERR-McGEE CORPORATION**

By:        /s/ Deborah A. Kitchens

-----  
Name: Deborah A. Kitchens

Title: Vice President and  
       Controller

## AGREEMENT

Agreement dated as of July 15, 1999 by and among Devon Energy Corporation, an Oklahoma corporation ("Devon"), Devon Delaware Corporation, a Delaware corporation ("Newco"), and Kerr-McGee Corporation, a Delaware corporation ("Kerr-McGee").

Whereas, Devon and Kerr-McGee are parties to a Stock Rights and Restrictions Agreement ("Standstill Agreement") and a Registration Rights Agreement ("Registration Agreement"), both dated as of December 31, 1996;

Whereas, Kerr-McGee proposes to make a public offering of an issue of Exchangeable Notes which at Kerr-McGee's option would be exchangeable for shares of Devon Common Stock;

Whereas, pursuant to the Registration Agreement, Kerr-McGee has requested Devon to register for sale with the Securities and Exchange Commission shares of Devon Common Stock currently held by Kerr-McGee which would be exchangeable for the Kerr-McGee Exchangeable Notes; and

Whereas, on May 19, 1999, Messrs. Luke R. Corbett, Tom J. McDaniel and Lawrence H. Towell, Directors of Devon nominated by Kerr-McGee, did resign from the Devon Board of Directors and Kerr-McGee thereby terminated its status as an affiliate of Devon.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Devon hereby irrevocably instructs Bank Boston N.A., as Transfer Agent of Devon Common Stock, on the effective date of the Merger (as hereinafter defined) upon presentation by Kerr-McGee to Bank Boston N.A. of a certificate or certificates representing the shares of Devon Common Stock owned by Kerr-McGee to issue new share certificates to replace the presented

certificates as directed by Kerr-McGee, without any legends, and to promptly return the new certificates to Kerr-McGee.

2. The Standstill Agreement shall terminate, without any further action by the parties hereto, upon the effectiveness of the merger (or other business combination) of Devon and PennzEnergy Company, a Delaware corporation ("PZE") pursuant to the Amended and Restated Agreement and Plan of Merger dated as of May 19, 1999 among Devon, Newco, Devon Oklahoma Corporation and PZE as such agreement may be amended or superseded. (Such merger or business combination is referred to as the "Merger.")

3. Devon and Newco hereby covenant and agree that the rights under any shareholder rights plan that Newco or any other corporation which issues shares in exchange for shares of Devon Common Stock in the Merger, will have, or adopt, will not become exercisable solely as a result of Kerr-McGee acquiring shares pursuant to the Merger, provided that between the date hereof and the effective time of the Merger, neither Kerr-McGee nor any of its controlled subsidiaries acquires by purchase any shares of Devon Common Stock.

4. Provided Kerr-McGee does not, by purchase, increase the percentage of outstanding shares of Devon or Newco Common Stock owned by it, Devon and Newco each agree that it will not take the position in any filings with the Securities and Exchange Commission or otherwise that Kerr-McGee is an affiliate of Devon or Newco.

5. Upon the effectiveness of the Merger, the Registration Agreement is hereby amended to delete Section 5 thereof entitled "Stock Rights and Restrictions Agreement" and, as so amended, shall continue in force and effect in accordance with its terms.

6. Devon and Newco agree that in connection with the proposed Kerr-McGee public offering of an issue of Exchangeable Notes, referred to above, they will execute and deliver an underwriting agreement in the form thereof attached hereto as Exhibit A with such changes therein as may be agreed to by Kerr-McGee and the underwriters which do not change in any material respect provisions thereof related to Devon and Newco and further provided that the terms of the Exchangeable Notes, size and the timing of the offering, pricing, underwriters discount and selling commissions shall be determined by Kerr-McGee and the underwriters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunder duly authorized.

**DEVON ENERGY CORPORATION**

By: /s/ Duke R. Ligon  
-----  
Vice President

**DEVON DELAWARE CORPORATION**

By: /s/ H. Allen Turner  
-----  
Vice President

**KERR-MCGEE CORPORATION**

By: /s/ Gregory F. Pilcher  
-----  
Vice President