

**OPTION AGREEMENT
FOR
GENERAL PARTNERSHIP INTEREST**

This Option Agreement for General Partnership Interest ("Agreement") is made and entered into as of November 1, 2009 by and between Michael P. Stephens, Trustee of the Michael Perry Stephens Revocable Trust u/i/d 2/11/92, as amended and restated ("Trustee") and David P. Stephens.

1. Grant of Option. The Trustee grants to David P. Stephens an option to purchase the One Percent (1%) General Partnership Interest held by the Trustee in the Stephens Family Limited Partnership, an Oklahoma limited partnership ("Company") for One Dollar (\$1.00) at the earlier of the death or incapacity of Michael P. Stephens. Incapacity shall mean an inability to fully and competently manage the business of the Company because of any physical or mental infirmity. Incapacity may be determined by a licensed physician having personal knowledge of Michael P. Stephens, and need not be determined by a court. All capitalized terms in this Agreement shall have the same meaning as given to the terms in the Stephens Family Limited Partnership Agreement dated January 1, 1997.

2. Option Price. David P. Stephens has executed a Note in the amount of \$145,483.53 in favor of the Trustee in exchange for this option to purchase.

3. Exercise of Option. David P. Stephens has the right to exercise this option to purchase by giving written notice to the Trustee of the Michael Perry Stephens Revocable Trust at the earlier of Michael P. Stephens' incapacity or death. This option may be exercised at an earlier date upon the mutual agreement of the parties.

4. Cessation of Company Interest. Upon the dissolution or liquidation of the Company, or upon a reorganization, merger or consolidation of the Company with one or more entities as a result of which the Company is not the surviving entity, this Agreement shall continue with respect to the successor interests which represent the Company Interests currently covered by this Agreement.

5. Binding Agreement. This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

6. Applicable Law, Choice of Law and Venue. The validity of this Agreement, its construction, interpretation and enforcement and the rights of the parties under this Agreement shall be determined in accordance with, governed by and construed under the laws of the State of Oklahoma, without giving effect to conflict of laws. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in state and federal courts located within the County of Tulsa, State of Oklahoma.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Michael Perry Stephens Revocable Trust
u/i/d 2/11/92, as amended and restated, as a
General Partner

By: Michael P. Stephens
Michael P. Stephens, Trustee

David P. Stephens
David P. Stephens, Limited Partner

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