

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended: **September 30, 2013**

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number: **000-53920**

**RING ENERGY, INC.**

*(Exact Name of registrant as specified in its charter)*

**Nevada**

*(State or other jurisdiction of  
incorporation or organization)*

**90-0406406**

*(IRS Employer  
Identification No.)*

**6555 S. Lewis Street, Suite 200, Tulsa, OK**

*(Address of principal executive offices)*

**74136**

*(Zip Code)*

**(918) 499-3880**

*(Registrant's telephone number, including area code)*

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12-b-2 of the Exchange Act). Yes  No

The registrant has one class of common stock of which 17,801,313 shares were outstanding at November 4, 2013.

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**Ring Energy, Inc.**

For the Quarter Ended September 30, 2013

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### *Forward-Looking Statements*

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27H of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The statements contained in this report that are not historical facts are forward-looking statements that represent management's beliefs and assumptions based on currently available information. Forward-looking statements include information concerning our possible or assumed future results of operations, business strategies, need for financing, competitive position, and potential growth opportunities. Our forward-looking statements do not consider the effects of future legislation or regulations. Forward-looking statements include all statements that are not historical facts and can be identified by the use of forward-looking terminology such as the words "believes," "intends," "may," "should," "anticipates," "expects," "could," "plans," "estimates," "projects," "targets," or comparable terminology or by discussions of strategy or trends. Although we believe that the expectations reflected in such forward-looking statements are reasonable, we cannot give any assurances that these expectations will prove to be correct. Such statements by their nature involve risks and uncertainties that could significantly affect expected results, and actual future results could differ materially from those described in such forward-looking statements.

Among the factors that could cause actual future results to differ materially are the risks and uncertainties discussed in this report and in our annual report on Form 10-K for the year ended December 31, 2012. While it is not possible to identify all factors, we continue to face many risks and uncertainties including, but not limited to:

- declines or volatility in the prices we receive for our oil and natural gas;
- our ability to raise additional capital to fund future capital expenditures;
- our ability to generate sufficient cash flow from operations, borrowings or other sources to enable us to fully develop and produce our oil and natural gas properties;
- general economic conditions, whether internationally, nationally or in the regional and local market areas in which we do business;
- risks associated with drilling, including completion risks, cost overruns and the drilling of non-economic wells or dry holes;
- uncertainties associated with estimates of proved oil and natural gas reserves;
- the presence or recoverability of estimated oil and natural gas reserves and the actual future production rates and associated costs;
- risks and liabilities associated with acquired companies and properties;
- risks related to integration of acquired companies and properties;
- potential defects in title to our properties;
- cost and availability of drilling rigs, equipment, supplies, personnel and oilfield services;
- geological concentration of our reserves;
- environmental or other governmental regulations, including legislation of hydraulic fracture stimulation;
- our ability to secure firm transportation for oil and natural gas we produce and to sell the oil and natural gas at market prices;
- exploration and development risks;
- management's ability to execute our plans to meet our goals;
- our ability to retain key members of our management team;
- weather conditions;
- actions or inactions of third-party operators of our properties;
- costs and liabilities associated with environmental, health and safety laws;
- our ability to find and retain highly skilled personnel;
- operating hazards attendant to the oil and natural gas business;
- competition in the oil and natural gas industry; and
- the other factors discussed under "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012.

Should our underlying assumptions prove incorrect or the consequences of the aforementioned risks worsen, actual results could differ materially from those expected.

Forward-looking statements speak only as to the date hereof. All such forward-looking statements and any subsequent written or oral forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the statements contained herein or referred to in this section and any other cautionary statements that may accompany such forward-looking statements. Except as otherwise required by applicable law, we disclaim any intention or obligation to update publicly or revise such statements whether as a result of new information, future events or otherwise.

There may also be other risks and uncertainties that we are unable to predict at this time or that we do not now expect to have a material adverse impact on our business.

**PART I – FINANCIAL INFORMATION**

**Item 1. Financial Statements.**

The unaudited condensed consolidated financial statements included herein have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission. The Company believes that the disclosures are adequate to make the information presented not misleading. These unaudited interim financial statements should be read in conjunction with the Company's audited consolidated financial statements and related footnotes included in its most recent Annual Report on Form 10-K.

**RING ENERGY, INC. AND SUBSIDIARY**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
**(UNAUDITED)**

	<b>September 30, 2013</b>	<b>December 31, 2012</b>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash	\$ 7,867,616	\$ 5,404,167
Accounts receivable	1,722,322	417,965
Prepaid expenses and retainers	68,567	60,398
<b>Total Current Assets</b>	<b>9,658,505</b>	<b>5,882,530</b>
<b>Properties and Equipment</b>		
Oil and natural gas properties subject to amortization	45,055,587	23,051,904
Office equipment	257,911	175,106
<b>Total Properties and Equipment</b>	<b>45,313,498</b>	<b>23,227,010</b>
Accumulated depreciation, depletion and amortization	(2,253,548)	(596,162)
<b>Net Properties and Equipment</b>	<b>43,059,950</b>	<b>22,630,848</b>
<b>Total Assets</b>	<b>\$ 52,718,455</b>	<b>\$ 28,513,378</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 5,248,034	\$ 1,191,431
<b>Total Current Liabilities</b>	<b>5,248,034</b>	<b>1,191,431</b>
<b>Noncurrent Liabilities</b>		
Deferred income taxes	625,950	625,950
Asset retirement obligation	1,054,998	496,286
<b>Total Noncurrent Liabilities</b>	<b>1,680,948</b>	<b>1,122,236</b>
<b>Stockholders' Equity</b>		
Preferred stock - \$0.001 par value; 50,000,000 shares authorized; no shares issued or outstanding	-	-
Common stock - \$0.001 par value; 150,000,000 shares authorized; 17,801,313 shares and 14,166,011 shares outstanding, respectively	17,801	14,166
Additional paid-in capital	53,742,656	32,169,363
Accumulated deficit	(7,970,984)	(5,983,818)
<b>Total Stockholders' Equity</b>	<b>45,789,473</b>	<b>26,199,711</b>
<b>Total Liabilities and Stockholders' Equity</b>	<b>\$ 52,718,455</b>	<b>\$ 28,513,378</b>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**RING ENERGY, INC. AND SUBSIDIARY**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(UNAUDITED)**

	<b>For The Three Months</b>		<b>For The Nine Months</b>	
	<b>Ended September 30,</b>		<b>Ended September 30,</b>	
	<b>2013</b>	<b>2012</b>	<b>2013</b>	<b>2012</b>
<b>Oil and Gas Revenues</b>	\$ 2,820,731	\$ 374,739	\$ 5,264,267	\$ 1,045,264
<b>Costs and Operating Expenses</b>				
Oil and gas production costs	291,182	216,908	646,905	592,163
Oil and gas production taxes	130,944	17,296	243,620	49,921
Depreciation, depletion and amortization	917,116	117,267	1,657,386	293,102
Accretion expense	13,906	4,763	37,183	14,287
General and administrative expense	1,611,318	671,438	4,678,581	1,825,937
<b>Total Costs and Operating Expenses</b>	<b>2,964,466</b>	<b>1,027,672</b>	<b>7,263,675</b>	<b>2,775,410</b>
<b>Other Income (Expense)</b>				
Gain on derivative put options	-	53,224	-	146,632
Interest income	12,242	2,248	12,242	2,248
Interest expense	-	(33,992)	-	(221,838)
<b>Net Other Expense</b>	<b>12,242</b>	<b>21,480</b>	<b>12,242</b>	<b>(72,958)</b>
<b>Net Loss</b>	<b>\$ (131,493)</b>	<b>\$ (631,453)</b>	<b>\$ (1,987,166)</b>	<b>\$ (1,803,104)</b>
<b>Basic Loss per Share</b>	<b>\$ (0.01)</b>	<b>\$ (0.06)</b>	<b>\$ (0.13)</b>	<b>\$ (0.29)</b>
<b>Diluted Loss per Share</b>	<b>\$ (0.01)</b>	<b>\$ (0.06)</b>	<b>\$ (0.13)</b>	<b>\$ (0.29)</b>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**RING ENERGY, INC. AND SUBSIDIARY**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**

<i>For the Nine Months Ended September 30,</i>	<u>2013</u>	<u>2012</u>
<b>Cash Flows From Operating Activities</b>		
Net loss	\$ (1,987,166)	\$ (1,803,104)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation, depletion and amortization	1,657,386	293,102
Accretion expense	37,183	14,287
Share-based compensation	2,598,046	707,090
Gain on derivative put options	-	(146,632)
Changes in assets and liabilities:		
Accounts receivable	(1,304,357)	(39,794)
Prepaid expenses	(8,169)	27,537
Accounts payable	4,056,603	1,558,156
Accrued compensation	-	(100,000)
<b>Net Cash Provided by Operating Activities</b>	<u>5,049,526</u>	<u>510,642</u>
<b>Cash Flows from Investing Activities</b>		
Payments to purchase oil and natural gas properties	(4,125,676)	(124,050)
Payments to develop oil and natural gas properties	(17,356,478)	(4,711,752)
Purchase of office equipment	(82,805)	(179,078)
<b>Net Cash Used in Investing Activities</b>	<u>(21,564,959)</u>	<u>(5,014,880)</u>
<b>Cash Flows From Financing Activities</b>		
Proceeds from borrowings from Ring Energy, Inc.	-	1,150,000
Proceeds from issuance of common stock	18,978,882	11,545,983
Proceeds from issuance of common stock to Ring Energy, Inc. shareholders	-	10,887,561
Principal payments on revolving line of credit	-	(9,244,428)
<b>Net Cash Provided by Financing Activities</b>	<u>18,978,882</u>	<u>14,339,116</u>
<b>Net Increase in Cash</b>	2,463,449	9,834,878
<b>Cash at Beginning of Period</b>	5,404,167	11,372
<b>Cash at End of Period</b>	<u>\$ 7,867,616</u>	<u>\$ 9,846,250</u>
<b>Supplemental Cash Flow Information</b>		
Cash paid for interest	\$ -	\$ 93,471
<b>Noncash Investing and Financing Activities</b>		
Oil and gas properties acquired	\$ -	\$ 825,765
Revision of asset retirement obligation estimate	211,691	-
Asset retirement obligation incurred during development	309,838	(14,214)
Payments with Ring Energy, Inc. shares	-	(687,501)
Issuance of common stock to Ring Energy, Inc. shareholders	\$ -	\$ 13,095,369
Accounts payable assumed	-	9,893
Less: Elimination of note payable to Ring Energy, Inc.	-	(2,003,122)
Less: Prepaid expenses acquired	-	(26,942)
Less: Property and equipment acquired	-	(187,637)
Proceeds from issuance of common stock to Ring Energy, Inc. shareholders	<u>\$ -</u>	<u>\$ 10,887,561</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**RING ENERGY, INC. AND SUBSIDIARY**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(UNAUDITED)**

**NOTE 1 – BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES**

**Condensed Financial Statements** – The accompanying condensed consolidated financial statements prepared by Ring Energy, Inc. and its subsidiary (the “Company” or “Ring”) have not been audited by an independent registered public accounting firm. In the opinion of the Company’s management, the accompanying unaudited financial statements contain all adjustments necessary for fair presentation of the results of operations for the periods presented, which adjustments were of a normal recurring nature, except as disclosed herein. The results of operations for the three and nine months ended September 30, 2013 are not necessarily indicative of the results to be expected for the full year ending December 31, 2013.

Certain notes and other disclosures have been omitted from these interim financial statements. Therefore, these financial statements should be read in conjunction with the Company’s 2012 Annual Report on Form 10-K.

**Organization and Nature of Operations** – The Company is a Nevada corporation that owns interests in oil and natural gas properties located in Texas and Kansas. The Company’s oil and natural gas sales, profitability and future growth are dependent upon prevailing and future prices for oil and natural gas and the successful acquisition, exploration and development of oil and natural gas properties. Oil and natural gas prices have historically been volatile and may be subject to wide fluctuations in the future. A substantial decline in oil and natural gas prices could have a material adverse effect on the Company’s financial position, results of operations, cash flows and quantities of oil and natural gas reserves that may be economically produced.

**Use of Estimates** – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Changes in the future estimated oil and natural gas reserves or the estimated future cash flows attributable to the reserves that are utilized for impairment analysis could have a significant impact on the Company’s future results of operations.

**Consolidation** – The accompanying consolidated financial statements include the accounts, operations and cash flows of Stanford Energy, Inc. (“Stanford”) for all periods presented and the consolidated operations and cash flows of Ring Energy, Inc. from June 28, 2012. All significant intercompany balances and transactions have been eliminated in consolidation.

**Concentration of Credit Risk and Major Customer** – The Company had cash in excess of federally insured limits at September 30, 2013. During the nine months ended September 30, 2013, sales to one customer represented 96% of the Company’s oil and gas revenues. At September 30, 2013, this customer made up 98% of the Company’s accounts receivable.

**Oil and Gas Properties** – The Company uses the full cost method of accounting for oil and gas properties. Under this method, all costs associated with the acquisition, leasing, exploration, and development of oil and gas reserves are capitalized. Costs capitalized include acquisition costs, estimated future costs of abandonment and site restoration, geological and geophysical expenditures, lease rentals on undeveloped properties and costs of drilling and equipping productive and non-productive wells. Drilling costs include directly related overhead costs. Capitalized costs are generally categorized either as being subject to amortization or not subject to amortization. All of our costs are subject to amortization.

All capitalized costs of oil and gas properties, plus estimated future costs to develop proved reserves, are amortized on the unit-of-production method using estimates of proved reserves as determined by independent engineers. The Company evaluates oil and gas properties for impairment at least annually. Amortization expense for the three and nine months ended September 30, 2013 was \$917,116 and \$1,657,386, respectively, based on depletion at the rate of \$27.43 per barrel of oil equivalent compared to \$117,267 and \$293,102, respectively, for the three and nine months ended September 30, 2012, based on depletion at the rate of \$21.43 per barrel of oil equivalent. These amounts include \$17,584 and \$42,990, respectively, of depreciation for the three and nine months ended September 30, 2013 compared to \$10,501 and \$31,502 of depreciation for the three and nine months ended September 30, 2012, respectively.

In addition, capitalized costs are subject to a ceiling test which limits such costs to the estimated present value of future net revenues from proved reserves, discounted at a 10% interest rate, based on current economic and operating conditions, plus the lower of cost or fair value of unproved properties. Consideration received from sales or transfers of oil and gas property is accounted for as a reduction of capitalized costs. Revenue is not recognized in connection with contractual services performed on properties in which the Company holds an ownership interest.



**RING ENERGY, INC. AND SUBSIDIARY**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(UNAUDITED)**

**Office Equipment** – Office equipment is valued at historical cost adjusted for impairment loss less accumulated depreciation. Historical costs include all direct costs associated with the acquisition of office equipment and placing such equipment in service. Depreciation is calculated using the straight-line method based upon an estimated useful life of 5 to 7 years.

**Asset Retirement Obligation** – The Company records a liability in the period in which an asset retirement obligation (“ARO”) is incurred, in an amount equal to the discounted estimated fair value of the obligation that is capitalized. Thereafter, this liability is accreted up to the final estimated retirement cost. An ARO is a future expenditure related to the disposal or other retirement of certain assets. The Company’s ARO relates to future plugging and abandonment expenses of its oil and natural gas properties and related facilities disposal.

**Revenue Recognition** – The Company predominantly derives its revenues from the sale of produced oil and natural gas. Revenue is recorded in the month the product is delivered to the purchasers. At the end of each month, the Company recognizes oil and natural gas sales based on estimates of the amount of production delivered to purchasers and the price to be received. Variances between the Company’s estimated oil and natural gas sales and actual receipts are recorded in the month the payments are received.

**Share-Based Employee Compensation** – The Company has outstanding stock option grants to directors and employees, which are described more fully in Note 6. The Company recognizes the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award and recognizes the related compensation expense over the period during which an employee is required to provide service in exchange for the award, which is generally the vesting period.

**Share-Based Compensation to Non-Employees** – The Company accounts for share-based compensation issued to non-employees as either the fair value of the consideration received or the fair value of the equity instruments issued, whichever is more reliably measurable. The measurement date for these issuances is the earlier of (i) the date at which a commitment for performance by the recipient to earn the equity instruments is reached or (ii) the date at which the recipient’s performance is complete.

**Recent Accounting Pronouncements** – The Company has reviewed all recently issued, but not yet effective, accounting pronouncements and does not believe the future adoptions of any such pronouncements are expected to cause a material impact on the Company’s financial condition or the results of operations.

**Basic and Diluted Loss per Share** – Basic loss per share is computed by dividing net loss by the weighted-average number of common shares outstanding during the period. Diluted loss per share reflects the potential dilution that could occur if all contracts to issue common stock were converted into common stock, except for those that are anti-dilutive. The dilutive effect of stock options and other share-based compensation is calculated using the treasury method with an offset from expected proceeds upon exercise of the stock options and unrecognized compensation expense.

**NOTE 2 – LOSS PER SHARE INFORMATION**

	<u>For The Three Months</u> <u>Ended September 30,</u>		<u>For The Nine Months</u> <u>Ended September 30,</u>	
	<u>2013</u>	<u>2012</u>	<u>2013</u>	<u>2012</u>
Net Loss	\$ (131,493)	\$ (631,453)	\$ (1,987,166)	\$ (1,803,104)
Basic Weighted-Average Shares Outstanding	17,801,313	11,433,730	15,473,339	6,172,504
Effect of dilutive securities:				
Stock options	-	-	-	-
Diluted Weighted-Average Shares Outstanding	<u>17,801,313</u>	<u>11,433,730</u>	<u>15,473,339</u>	<u>6,172,504</u>
Basic Loss per Share	\$ (0.01)	\$ (0.06)	\$ (0.13)	\$ (0.29)
Diluted Loss per Share	<u>\$ (0.01)</u>	<u>\$ (0.06)</u>	<u>\$ (0.13)</u>	<u>\$ (0.29)</u>

Stock options to purchase 2,562,500 shares of common stock were excluded from the computation of diluted loss per share during the three and nine months ended September 30, 2013 as their effect would have been anti-dilutive. Stock options to purchase 1,125,000 shares of common stock were excluded from the computation of diluted loss per share during the three and nine months ended September 30, 2012 as their effect would have been anti-dilutive.

**RING ENERGY, INC. AND SUBSIDIARY**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(UNAUDITED)**

**NOTE 3 – REVOLVING LINE OF CREDIT**

In August 2013, the Company extended a credit agreement with a bank that provides for a revolving line of credit of up to \$10 million for borrowings and letters of credit. As of September 30, 2013, no amounts were outstanding and \$9,855,000 was available to be drawn on the line of credit. The credit agreement includes a non-usage commitment fee of 0.20% per annum and covenants limiting other indebtedness, liens, transfers or sales of assets, distributions or dividends and merger or consolidation activity. The facility has an interest rate of the bank's prime rate plus 0.75% with the total interest rate to be charged being no less than 4.00%. The maturity date on the note was extended to April 10, 2014. Two of the Company's stockholders are jointly and severally obligated for outstanding borrowings under the credit facility.

**NOTE 4 – ASSET RETIREMENT OBLIGATION**

The Company provides for the obligation to plug and abandon oil and gas wells at the dates properties are either acquired or the wells are drilled. The asset retirement obligation is adjusted each quarter for any liabilities incurred or settled during the period, accretion expense and any revisions made to the estimated cash flows. The asset retirement obligation incurred upon each of the acquisitions or at the time of drilling was computed using the annual credit-adjusted risk-free discount rate at the applicable dates, which rates were from 6.12% to 7.62% per annum. Changes in the asset retirement obligation were as follows:

Balance, December 31, 2012	\$	496,286
Revision of estimate		211,691
Liabilities incurred		309,838
Accretion expense		37,183
Balance, September 30, 2013	\$	1,054,998

**NOTE 5 – STOCKHOLDERS' EQUITY**

**Common Stock Issued in Offerings** – In January 2013, the Company issued 100,000 shares of common stock, for cash of \$450,000, or \$4.50 per share, in a private placement offering.

In June 2013, the Company completed a private placement offering of 3,528,580 shares of common stock, for gross proceeds of \$19,407,190, or \$5.50 per share. Net proceeds from the offering, after offering costs, totaled approximately \$18,537,272.

**Common Stock Issued in Option Exercise** – In January 2013, the Company issued 6,722 shares of common stock pursuant to the cashless exercise of 10,000 options that had an exercise price of \$2.00 per share.

**NOTE 6 – EMPLOYEE STOCK OPTIONS**

Compensation expense charged against income for share-based awards during the three and nine months ended September 30, 2013 was \$896,325 and \$2,598,046, respectively, as compared to \$261,856 and \$707,090, respectively, for the three and nine months ended September 30, 2012. These amounts are included in general and administrative expense in the accompanying financial statements.

In 2011, Stanford's Board of Directors and stockholders approved and adopted a long-term incentive plan which allows for the issuance of up to 2,500,000 shares of common stock through the grant of qualified stock options, non-qualified stock options and restricted stock. In 2013, the Company's stockholders approved an amendment to the long-term incentive plan, increasing the number of shares eligible under the plan to 5,000,000 shares. As of September 30, 2013, there were 2,427,500 shares remaining eligible for issuance under the plan

**RING ENERGY, INC. AND SUBSIDIARY**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(UNAUDITED)**

The fair value of each option award is estimated on the date of grant using the Black-Scholes option pricing model and using certain assumptions. The expected volatility is based on the historical price volatility of the Dow Jones U.S. Oil and Gas Index. The Company uses the simplified method for estimating the expected term for options granted. Under the simplified method, the expected term is equal to the midpoint between the vesting period and the contractual term of the stock option. The risk-free interest rate represents the U.S. Treasury bill rate for the expected life of the related stock options. The dividend yield represents the Company's anticipated cash dividend over the expected life of the stock options. The following are the assumptions used to determine the fair value of options granted during the nine months ended September 30, 2013:

Expected volatility	128% - 138%
Weighted-average volatility	137%
Expected dividends	0
Expected term (in years)	6.5
Risk-free interest rate	0.76% - 1.49%

No options were granted during the nine months ended September 30, 2012.

A summary of the stock option activity as of September 30, 2013 and changes during the nine months then ended is as follows:

	Shares	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding, December 31, 2012	1,125,000	\$ 2.37		
Granted	1,585,000	4.66		
Forfeited	(137,500)	2.55		
Exercised	(10,000)	2.00		
Outstanding, September 30, 2013	2,562,500	\$ 3.78	9.0 Years	\$ 12,283,140
Exercisable, September 30, 2013	237,500	\$ 2.37	6.7 Years	\$ 2,931,520

The weighted-average grant-date fair value of options granted during 2013 was \$4.20 per share. As of September 30, 2013, there was approximately \$5,155,124 of unrecognized compensation cost related to stock options that is expected to be recognized over a weighted-average period of 2.6 years. The aggregate intrinsic values were determined based on the \$14.50 market value of the Company's common stock on September 30, 2013.

The total intrinsic value of options exercised during the nine months ended September 30, 2013 was \$41,000. No options were exercised during the nine months ended September 30, 2012.

**NOTE 7 – CONTINGENCIES AND COMMITMENTS**

**Standby Letters of Credit**— A commercial bank issued standby letters of credit on behalf of the Company to the states of Texas and Kansas totaling \$145,000 to allow the Company to do business in those states. The standby letters of credit are valid until cancelled or matured and are collateralized by the revolving credit facility with the bank. The terms of these letters of credit are extended for a term of one year at a time. The Company intends to renew the standby letters of credit for as long as the Company does business in the states of Texas and Kansas. No amounts have been drawn under the standby letters of credit.

**RING ENERGY, INC. AND SUBSIDIARY**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(UNAUDITED)**

**NOTE 8 – SUBSEQUENT EVENTS**

Subsequent to September 30, 2013, the Company entered into a Joint Development Agreement, effective immediately, with Torchlight Energy Resources, Inc., to develop the Company's existing Kansas leasehold, consisting of approximately 17,000 acres in Gray, Haskell and Finney counties. Pursuant to the Agreement, Ring will operate the Kansas leasehold acreage. In consideration of entering into the Agreement, Torchlight will pay 100% of all drilling and completion costs until an amount equal to Ring's total costs related to the Kansas leases has been met (approximately \$6.2 million). After Torchlight has matched Ring's total costs related to the Kansas leases, Ring and Torchlight will equally share all drilling and development costs related to the continued ongoing development of the leases.

Ring and Torchlight will share equally in any production and revenue in connection with the development of the Kansas leasehold acreage from the commencement of the first well pursuant to the terms of the Agreement.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

*Management's Discussion and Analysis of Financial Condition and Results of Operations analyzes the major elements of our balance sheets and statements of income. This section should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2012, and our interim unaudited financial statements and accompanying notes to these financial statements.*

Stanford Energy, Inc., a Texas corporation, was formed in 2007. On June 28, 2012, Stanford consummated a stock-for-stock exchange with Ring Energy, Inc. Stanford was determined to be the accounting acquirer in this transaction, and therefore, the historical financial statements presented are those of Stanford. During 2012 but prior to the consummation of the stock-for-stock exchange, Ring completed two acquisitions of undeveloped acreage that are offsetting the assets held by Stanford and which are complimentary.

### **Results of Operations – For the Three Months Ended September 30, 2013 and 2012**

*Oil and natural gas sales.* For the three months ended September 30, 2013, oil and natural gas sales revenue increased \$2,445,992 to \$2,820,731, compared to \$374,739 for the same period during 2012. Oil sales increased \$2,410,781 and natural gas sales increased \$35,211. The increases were the result of higher production, which occurred primarily as a result of drilling completed during late 2012 and during the second and third quarters of 2013. For the three months ended September 30, 2013, oil sales volume increased 22,224 barrels to 26,609 barrels, compared to 4,386 barrels for the same period in 2012. The average realized per barrel oil price increased 23% from \$85.28 for the three months ended September 30, 2012 to \$104.65 for the three months ended September 30, 2013. For the three months ended September 30, 2013, gas sales volume increased 9,422 thousand cubic feet (MCF) to 9,591 MCF, compared to 169 MCF for the same period in 2012. The average realized natural gas price per MCF decreased 17% from \$4.50 for the three months ended September 30, 2012 to \$3.75 for the three months ended September 30, 2013.

*Oil and gas production costs.* Our lease operating expenses (LOE) increased from \$216,908 or \$49.14 per barrel of oil equivalent (BOE) for the three months ended September 30, 2012 to \$291,182 or \$10.32 per BOE for the three months ended September 30, 2013.

In total, lease operating expenses increased as a result of drilling additional wells during late 2012 and during the second and third quarters of 2013. On a per BOE basis, lease operating expenses were dramatically lower as a result of significantly higher production resulting from development.

*Production taxes.* Production taxes as a percentage of oil and natural gas sales were 5% during the three months ended September 30, 2012 and remained steady at 5% for the three months ended September 30, 2013. These rates are expected to stay relatively steady unless we make acquisitions in other states with differing production tax rates or the state of Texas or Kansas change their production tax rates.

*Depreciation, depletion and amortization.* Our depreciation, depletion and amortization expense increased by \$808,992 to \$931,022 for the three months ended September 30, 2013, compared to \$122,030 during the same period in 2012. The increase was the result of higher production volume and an increase in the average depletion rate from \$21.43 per BOE during the three months ended September 30, 2012 to \$27.43 per BOE during the three months ended September 30, 2013.

*General and administrative expenses.* General and administrative expenses increased by \$939,880 to \$1,611,318 for the three months ended September 30, 2013, compared to \$671,438 during the same period in 2012. The increase was primarily the result of an increase in stock-based compensation expenses from \$261,856 for the three months ended September 30, 2012 to \$896,325 for the three months ended September 30, 2013, and employee and contract staff compensation.

*Interest expense.* Interest expense decreased by \$33,992 to \$0 for the three months ended September 30, 2013, compared to the same period in 2012. The decrease was due outstanding debt during the period in 2012 and no debt outstanding during the same period in 2013.

*Net loss.* For the three months ended September 30, 2013, there was a net loss of \$131,493, as compared to a net loss of \$631,453 for the three months ended September 30, 2012. The primary reasons for this change were increased revenues partially offset by stock-based and cash-based compensation expenses.

## **Results of Operations – For the Nine Months Ended September 30, 2013 and 2012**

*Oil and natural gas sales.* For the nine months ended September 30, 2013, oil and natural gas sales revenue increased \$4,219,003 to \$5,264,267, compared to \$1,045,264 for the same period during 2012. Oil sales increased \$4,158,161 and natural gas sales increased \$60,842. The increases were the result of higher production, which occurred primarily as a result of drilling completed during late 2012 and during the second and third quarters of 2013. For the nine months ended September 30, 2013, oil sales volume increased 43,462 barrels to 55,116 barrels, compared to 11,653 barrels for the same period in 2012. The average realized per barrel oil price increased 6% from \$88.62 for the nine months ended September 30, 2012 to \$94.18 for the nine months ended September 30, 2013. For the nine months ended September 30, 2013, gas sales volume increased 19,121 thousand cubic feet (MCF) to 22,440 MCF, compared to 3,319 MCF for the same period in 2012. The average realized natural gas price per MCF decreased 13% from \$3.77 for the nine months ended September 30, 2012 to \$3.27 for the nine months ended September 30, 2013.

*Oil and gas production costs.* Our lease operating expenses (LOE) increased from \$592,163 or \$48.51 per barrel of oil equivalent (BOE) for the nine months ended September 30, 2012 to \$646,905 or \$10.99 per BOE for the nine months ended September 30, 2013. In total, lease operating expenses increased as a result of drilling additional wells in late 2012 and in the second and third quarters of 2013. On a per BOE basis, lease operating expenses were dramatically lower as a result of significantly higher production resulting from development.

*Production taxes.* Production taxes as a percentage of oil and natural gas sales were 5% during the nine months ended September 30, 2012 and remained steady at 5% for the nine months ended September 30, 2013. These rates are expected to stay relatively steady unless we make acquisitions in other states with differing production tax rates or the state of Texas or Kansas change their production tax rates.

*Depreciation, depletion and amortization.* Our depreciation, depletion and amortization expense increased by \$1,387,180 to \$1,694,569 for the nine months ended September 30, 2013, compared to \$307,389 during the same period in 2012. The increase was the result of higher production volume and an increase in the average depletion rate from \$21.43 per BOE during the nine months ended September 30, 2012 to \$27.43 per BOE during the nine months ended September 30, 2013.

*General and administrative expenses.* General and administrative expenses increased by \$2,852,644 to \$4,678,581 for the nine months ended September 30, 2013, compared to \$1,825,937 during the same period in 2012. The increase was primarily the result of an increase in stock-based compensation expenses from \$707,090 for the nine months ended September 30, 2012 to \$2,598,046 for the nine months ended September 30, 2013, and employee and contract staff compensation.

*Interest expense.* Interest expense decreased by \$221,838 to \$0 for the nine months ended September 30, 2013, compared to the same period in 2012. The decrease was due outstanding debt during the period in 2012 and no debt outstanding during the same period in 2013.

*Net loss.* For the nine months ended September 30, 2013, there was a net loss of \$1,987,166, as compared to net loss of \$1,803,104 for the nine months ended September 30, 2012. The primary reasons for this increase were increased stock-based and cash-based compensation expenses, partially offset by increased revenues

### **Capital Resources and Liquidity**

As shown in the financial statements for the nine months ended September 30, 2013, the Company had cash on hand of \$7,867,616, compared to \$5,404,167 as of December 31, 2012. The Company had net cash from operating activities for the nine months ended September 30, 2013 of \$5,049,526, compared to cash from operating activities of \$510,642 for the same period of 2012. Another significant source of cash inflow during the nine months ended September 30, 2013 was \$18,987,272 proceeds from issuance of common stock. During the same period in 2012, other sources of significant cash inflows were proceeds from borrowings by the Company of \$1,150,000, proceeds from issuance of common stock of \$11,545,983 and proceeds from issuance of common stock to Ring Energy, Inc. shareholders of \$10,887,561. The most significant cash outflows during the nine months ended September 30, 2013 and 2012 were capital expenditures of \$21,564,959 and \$5,014,880, respectively, and payments on credit line of \$9,244,428 during 2012.

In August 2013, the Company extended a credit agreement with a bank that provides for a revolving line of credit of up to \$10 million for borrowings and letters of credit. As of September 30, 2013, no amounts were outstanding and \$9,855,000 was available to be drawn on the line of credit. The credit agreement includes a non-usage commitment fee of 0.20% per annum and covenants limiting other indebtedness, liens, transfers or sales of assets, distributions or dividends and merger or consolidation activity. The facility has an interest rate of the bank's prime rate plus 0.75% with the total interest rate to be charged being no less than 4.00%. The maturity date on the note was extended to April 10, 2014. Two of the Company's stockholders are jointly and severally obligated for outstanding borrowings under the credit facility.

To the extent possible, we intend to acquire producing properties and/or developed undrilled properties rather than exploratory properties. We do not intend to limit our evaluation to any one state. We presently have no intention to evaluate off-shore properties or properties located outside of the United States of America.

The pursuit of and acquisition of additional oil and gas properties may again require substantially greater capital than we currently have available, and obtaining additional capital would require that we enter into the sale of either short-term or long-term notes payable or the sale of our common stock. Furthermore, it may be necessary for us to retain outside consultants and others in our endeavors to locate desirable oil and gas properties. The cost to retain one or more consultants or a firm specializing in the purchase/sale of oil and gas properties will have an impact on our financial position and will impact our future cash flows.

The process of acquiring one or more additional oil and gas properties will impact our financial position and reduce our cash position. The types of costs that we may incur include travel costs relating to meeting with individuals instrumental to our acquisition of one or more oil and gas properties, obtaining petroleum engineer reports relative to the oil and gas properties that we are investigating, legal fees associated with any such acquisitions including title reports, and accounting fees relative to obtaining historical information regarding such oil and gas properties. Even though we may incur such costs, there is no assurance that we will ultimately be able to consummate a transaction resulting in our acquisition of an oil and/or gas property.

#### ***Off Balance Sheet Arrangements***

The Company does not have any off-balance sheet arrangements, and it is not anticipated that the Company will enter into any off-balance sheet arrangements.

#### ***Disclosures About Market Risks***

Like other natural resource producers, the Company faces certain unique market risks. The most salient risk factors are the volatile prices of oil and gas, operational risks, ability to integrate properties and businesses, and certain environmental concerns and obligations.

#### **Oil and Gas Prices**

The price we receive for our oil and natural gas will heavily influence our revenue, profitability, access to capital and future rate of growth. Oil and natural gas are commodities and, therefore, their prices are subject to wide fluctuations in response to relatively minor changes in supply and demand. The prices we receive for our production depend on numerous factors beyond our control. These factors include the following: worldwide and regional economic conditions impacting the global supply and demand for oil and natural gas; the price and quantity of imports of foreign oil and natural gas; the level of global oil and natural gas inventories; localized supply and demand fundamentals; the availability of refining capacity; price and availability of transportation and pipeline systems with adequate capacity; weather conditions and natural disasters; governmental regulations; speculation as to the future price of oil and the speculative trading of oil and natural gas futures contracts; price and availability of competitors' supplies of oil and natural gas; energy conservation and environmental measures; technological advances affecting energy consumption; the price and availability of alternative fuels and energy sources; and domestic and international drilling activity.

Because domestic demand for oil and gas exceeds supply, we believe there is little risk that all current production will not be sold at relatively fixed prices. To this extent, Ring does not see itself as directly competitive with other producers and does not believe there is any significant risk that the Company will not sell all production at current prices with a reasonable profit margin. The risk of domestic overproduction at current prices is not deemed significant. The primary competitive risks would come from falling international prices which could render current production uneconomical.

### Transportation of Oil and Natural Gas

Ring is presently committed to use the services of the existing gatherers in its present areas of production. This gives such gatherers certain short term relative monopolistic powers to set gathering and transportation costs. Obtaining the services of an alternative gathering company would require substantial additional costs since an alternative gatherer would be required to lay new pipeline and/or obtain new rights-of-way.

### Competition in the Oil and Natural Gas Industry

We operate in a highly competitive environment for developing and acquiring properties, marketing oil and natural gas and securing equipment and trained personnel. As a relatively small oil and natural gas company, many large producers possess and employ financial, technical and personnel resources substantially greater than ours. Those companies may be able to develop and acquire more prospects and productive properties than our financial or personnel resources permit. It is also significant that more favorable prices can usually be negotiated for larger quantities of oil and/or gas product, such that Ring views itself as having a price disadvantage compared to larger producers.

### Retention of Key Personnel

We depend to a large extent on the services of our officers. These individuals have extensive experience in the energy industry, as well as expertise in evaluating and analyzing producing oil and natural gas properties and drilling prospects, maximizing production from oil and natural gas properties and developing and executing financing strategies. The loss of any of these individuals could have a material adverse effect on our operations and business prospects. Our success may be dependent on our ability to continue to retain and utilize skilled executive and technical personnel.

### Environmental and Regulatory Risks

Our business and operations are subject to and impacted by a wide array of federal, state, and local laws and regulations governing the exploration for and development, production, and marketing of oil and natural gas, the operation of oil and natural gas wells, taxation, and environmental and safety matters. Many laws and regulations require drilling permits and govern the spacing of wells, rates of production, prevention of waste and other matters. From time to time, regulatory agencies have imposed price controls and limitations on production in order to conserve supplies of oil and natural gas. In addition, the production, handling, storage, transportation and disposal of oil and natural gas, byproducts thereof and other substances and materials produced or used in connection with oil and natural gas operations are subject to regulation under federal, state and local laws and regulations.

Currently, federal regulations provide that drilling fluids, produced waters and other wastes associated with the exploration, development or production of oil and natural gas are exempt from regulation as "hazardous waste." From time to time, legislation has been proposed to eliminate or modify this exemption. Should the exemption be modified or eliminated, wastes associated with oil and natural gas exploration and production would be subject to more stringent regulation. On the federal level, operations on our properties may be subject to various federal statutes, including the Natural Gas Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act and the Oil Pollution Act, as well as by regulations promulgated pursuant to these actions.

Historically, most of the environmental regulation of oil and gas production has been left to state regulatory boards or agencies in those jurisdictions where there is significant gas and oil production, with limited direct regulation by such federal agencies as the Environmental Protection Agency. However, while the Company believes this generally to be the case for its production activities in Texas and Kansas, it should be noted that there are various Environmental Protection Agency regulations which would govern significant spills, blow-outs, or uncontrolled emissions. In Texas, specific oil and gas regulations exist related to the drilling, completion and operations of wells, as well as disposal of waste oil. There are also procedures incident to the plugging and abandonment of dry holes or other non-operational wells, all as governed by the Texas Railroad Commission, Oil and Gas Division and the Kansas Corporation Commission, Oil and Gas Conservation Division.



Hydraulic fracturing is an important and common practice that is used to stimulate production of hydrocarbons from tight formations. The process involves the injection of water, sand and chemicals under pressure into formations to fracture the surrounding rock and stimulate production. The process is typically regulated by state oil and gas commissions. However, the Environmental Protection Agency has asserted federal regulatory authority over certain hydraulic fracturing practices. Also, legislation has been introduced, but not enacted, in Congress to provide for federal regulation of hydraulic fracturing and to require disclosure of the chemicals used in the fracturing process. Certain states, including Texas, and municipalities have adopted, or are considering adopting, regulations that have imposed, or that could impose, more stringent permitting, disclosure, disposal and well construction requirements on hydraulic fracturing operations.

Compliance with these regulations may constitute a significant cost and effort for Ring. No specific accounting for environmental compliance has been maintained or projected by Ring to date. Ring does not presently know of any environmental demands, claims, or adverse actions, litigation or administrative proceedings in which it or the acquired properties are involved or subject to or arising out of its predecessor operations.

In the event of a breach of environmental regulations, these environmental regulatory agencies have a broad range of alternative or cumulative remedies including: ordering a cleanup of any spills or waste material and restoration of the soil or water to conditions existing prior to the environmental violation; fines; or enjoining further drilling, completion or production activities. In certain egregious situations, the agencies may also pursue criminal remedies against the Company or its principals.

Changes in regulations and laws relating to the oil and natural gas industry could result in our operations being disrupted or curtailed by government authorities. For example, oil and natural gas exploration and production may become less cost effective and decline as a result of increasingly stringent environmental requirements (including land use policies responsive to environmental concerns and delays or difficulties in obtaining environmental permits). A decline in exploration and production, in turn could have a material adverse effect on our business, financial condition, results of operations and cash flows.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

Not required of smaller reporting company.

### **Item 4. Controls and Procedures**

#### *Evaluation of disclosure controls and procedures*

Our management, with the participation of Kelly W. Hoffman, our principal executive officer and William R. Broaddrick, our principal financial officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on that evaluation, Messrs. Hoffman and Broaddrick concluded that our disclosure controls and procedures as of the end of the period covered by this report were effective in ensuring that information required to be disclosed by us in reports that we file or submit under the Exchange Act (i) is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and (ii) is accumulated and communicated to the Company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

#### *Changes in internal control over financial reporting*

There has been no change in our internal control over financial reporting, as defined in Rules 13a-15(f) of the Exchange Act, during our most recent fiscal quarter ended September 30, 2013, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**PART II – OTHER INFORMATION**

**Item 6. Exhibits**

<b>Exhibit Number</b>	<b>Exhibit Description</b>	<b>Incorporated by Reference</b>				<b>Filed</b>
		<b>Form</b>	<b>File No.</b>	<b>Exhibit</b>	<b>Filing Date</b>	<b>Here-with</b>
3.1	Articles of Incorporation (as amended February 6, 2013)	10-K	000-53920	3.1	4/1/13	
3.2	Current Bylaws	8-K	000-53920	3.2	1/24/13	
4.1	Form of Subscription Agreement					X
10.1	Development Agreement	8-K	001-36057	10.1	10/18/13	
10.2	Third Amendment to Revolver Loan Agreement with F&M Bank & Trust Company					X
10.3	Fourth Amendment to Revolver Loan Agreement with F&M Bank & Trust Company					X
16.1	Letter dated 9/4/13, from Hansen, Barnett & Maxwell, P.C.	8-K	000-53920	99.1	9/5/13	
31.1	Rule 13a-14(a) Certification by Chief Executive Officer					X
31.2	Rule 13a-14(a) Certification by Chief Financial Officer					X
32.1	Section 1350 Certification by Chief Executive Officer					X
32.2	Section 1350 Certification by Chief Financial Officer					X
101.INS	XBRL Instance Document					X
101.SCH	XBRL Taxonomy Extension Schema Document					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document					X

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

### **Ring Energy, Inc.**

Date: November 5, 2013

By: /s/ Kelly W. Hoffman  
Kelly W. Hoffman  
Chief Executive Officer and Director  
(Principal Executive Officer)

Date: November 5, 2013

By: /s/ William R. Broaddrick  
William R. Broaddrick  
Chief Financial Officer  
(Principal Financial and Accounting Officer)

RING ENERGY, INC.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the “**Agreement**”) is entered into by and between Ring Energy, Inc., a Nevada corporation (the “**Company**”), and the individual or entity whose name appears on the last page of this Agreement (the “**Investor**”).

The Investor understands that the Company proposes to offer and sell to a limited number of “accredited investors” an aggregate maximum of 3,000,000 shares of Common Stock at a price per share of \$5.50 (the “**Shares**”) in accordance with the Term Sheet dated June 1, 2013 (the “**Term Sheet**”), and pursuant to Section 4(a)(2), and/or Section 4(a)(5) of the Securities Act of 1933, as amended (the “**Securities Act**” or the “**Act**”), Rule 506 of Regulation D promulgated by the Securities and Exchange Commission (the “**SEC**”) under the Securities Act, and corresponding state exemptions or preemption provisions (the “**Offering**”).

The Investor and the Company agree as follows:

1.

**Sale of Shares.** The Investor shall purchase from the Company the number of Shares set forth opposite the Investor’s name on the last page of this Agreement at a price per share of \$5.50.

2. **Closing; Delivery.**

2.1 **Closing.** The closing of the purchase and sale of the Shares to the Investor shall be held at the offices of the Company on the date upon which the Company accepts and signs this Agreement, or such other location as to which the parties may agree (the “**Closing**”).

2.2 **Delivery of Subscription Amount, Agreements, and Shares.** In order to purchase the Shares, the Investor shall deliver to:

Ring Energy, Inc.  
Attn: William R. Broaddrick  
6555 S. Lewis Ave, Suite 200  
Tulsa, OK 74136

the following items: this signed Subscription Agreement, the completed Investor Questionnaire, and a check payable in U.S. dollars to the Company for the aggregate purchase price to be paid in respect of the Shares. Within five (5) business days the Company will accept or reject the subscription. If the Company accepts the subscription, it will forward a signed copy of this Agreement to the Investor for his, her, or its records and will direct the Company’s transfer agent to issue a stock certificate reflecting the Shares and registered in the name of the Investor and to forward the stock certificate directly to the Investor at the address set forth on the Signature Page of this Agreement.

3. **Representations and Warranties of the Company.** The Company represents and warrants to the Investor that the following shall be true and correct in all material respects.

3.1 **Organization and Standing.** The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. The Company has all requisite corporate power and authority to carry on its business as presently conducted. The Company is qualified to do business as a foreign corporation in each jurisdiction in which such qualification is required and where failure to be so qualified would not have a material adverse effect on the Company’s business as now conducted.

3.2 **Corporate Power.** The Company has all requisite legal and corporate power to execute and deliver this Agreement, to sell and issue the Shares hereunder, and to carry out and perform its obligations under the terms of this Agreement.



3.3 Common Stock. The holders of common stock, including the Shares, are entitled to equal dividends and distributions, per share, with respect to the common stock when, as and if declared by the Board of Directors from funds legally available therefore. Upon liquidation, dissolution or winding up of the Company, and after payment of creditors, the assets will be divided pro-rata on a share-for-share basis among the holders of the shares of common stock. Each share of common stock is entitled to one vote with respect to the election of any director or any other matter upon which shareholders are required or permitted to vote. Holders of the Company's common stock do not have cumulative voting rights.

3.4 SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it under the Exchange Act (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3.5 Authorization. All corporate action on the part of the Company, its officers and directors necessary for the authorization, execution, delivery and performance by the Company of this Agreement, the authorization, issuance, sale and delivery of the Shares, and the performance of all of the Company's obligations hereunder has been taken or will be taken prior to the Closing. This Agreement, when executed and delivered by the Company, shall constitute a valid and legally binding obligation of the Company enforceable in accordance with its respective terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies. The Shares, when issued in compliance with the provisions of this Agreement, will be validly issued, fully paid and nonassessable, and the Shares and will be free of any liens or encumbrances created by the Company; provided, however, that the Shares will be subject to restrictions on transfer under applicable securities laws as set forth herein.

3.6 Litigation. There is no action, proceeding or investigation pending, or to Company's knowledge threatened, against the Company or its officers, directors or stockholders, or, to the Company's knowledge, against employees or consultants of the Company which might result, either individually or in the aggregate, in any material adverse change in the business, prospects, conditions, affairs or operations of the Company. The Company is not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company currently intends to initiate.

3.7 Brokers or Finders. Except as provided in the Term Sheet, the Company has not incurred, and will not incur, directly or indirectly, as a result of any action taken by or on behalf of the Company, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement.

4. ***Representations and Warranties of the Investor***. The Investor hereby represents and warrants to the Company as follows:

4.1 Authorization. This Agreement, when executed and delivered by the Investor, will constitute a valid and legally binding obligation of the Investor, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application relating to or affecting enforcement of creditors' rights.

4.2 Accredited Investor. The Investor is an "accredited investor" as defined in Rule 501 of Regulation D promulgated by the SEC under the Act.

4.3 Restricted Securities. The Investor understands that the Shares have not been registered pursuant to the Securities Act, or any state securities act, and thus are “restricted securities” as defined in Rule 144 promulgated by the SEC. While the Company will use its best efforts to file a registration statement with the SEC within 90 days of the closing of the offering, the shares will remain restricted until said registration statement is declared effective by the SEC.

4.4 Investment Purpose. The Investor acknowledges that the Shares are being purchased for his, her, or its own account, for investment, and not with the present view towards the distribution, assignment, or resale to others or fractionalization in whole or in part. The Investor further acknowledges that no other person has or will have a direct or indirect beneficial or pecuniary interest in the Shares.

4.5 Limitations on Resale; Restrictive Legend. The Investor acknowledges that he, she, or it will not sell, assign, hypothecate, or otherwise transfer any rights to, or any interest in, the Shares except (i) pursuant to an effective registration statement under the Securities Act, or (ii) in any other transaction which, in the opinion of counsel acceptable to the Company, is exempt from registration under the Securities Act, or the rules and regulations of the SEC thereunder. The Investor also acknowledges that an appropriate legend will be placed upon each of the certificates representing the Shares stating that the Shares have not been registered under the Securities Act and setting forth or referring to the restrictions on transferability and sale of the Shares.

4.6 Information. The Investor, or if the Investor is any entity, its undersigned representative, has been furnished (i) with all requested materials relating to the business, finances, management, and operations of the Company; (ii) with information deemed material to making an informed investment decision; and (iii) with additional requested information necessary to verify the accuracy of any documents furnished to the Investor by the Company. Such person has been afforded the opportunity to ask questions of the Company and its management and to receive answers concerning the terms and conditions of the Offering.

4.7 Documents. The Investor, or if the Investor is any entity, its undersigned representative, has received and read in their entirety: (i) this Subscription Agreement and each representation, warranty, and covenant set forth herein; and (ii) the Term Sheet. The Investor has also had access to the SEC Reports filed by the Company with the SEC. Such person has relied upon the information contained therein and has not been furnished any other documents, literature, memorandum, or prospectus.

4.8 Knowledge and Experience in Business and Financial Matters. The Investor, either individually or together with his, her, or its purchaser representative, has such knowledge and experience in business and financial matters that he, she, or it is capable of evaluating the risks of the prospective investment, and that the financial capacity of such party is of such proportion that the total cost of such person’s commitment in the Shares would not be material when compared with his, her, or its total financial capacity.

4.9 No Advertisements. The Investor is not entering into this Subscription Agreement as a result of or subsequent to any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast on television or radio, or presented at any seminar or meeting.

4.10 Relationship to Company. The Investor, either individually or, if an entity, through its representative, has a preexisting personal or business relationship with the Company or one of its officers, directors, or controlling persons, or, by reason of his or her business or financial experience (or the business or financial experience of his professional advisors who are unaffiliated with and who are not compensated by the Company), the Investor has the capacity to protect his, her, or its own interests in connection with the purchase of the Shares.

#### 4.11 Brokers or Finders

(a) The Investor has not engaged any brokers, finders, or agents and has not incurred, and will not incur, directly or indirectly, any liability for brokerage or finder’s fee or agents’ commissions or any similar charges in connection with this Agreement and the transactions contemplated hereby.

5. *Miscellaneous.*

5.1 Notices. All communications, except as described in paragraph 2.2, provided for herein shall be in writing and shall be deemed to be given or made when served personally or when deposited in the United States mail, certified return receipt requested, addressed as follows, or at such other address as shall be designated by any party hereto in written notice to the other party hereto delivered pursuant to this subsection:

Investor:	See the address set forth on the signature page of this Agreement.
Company:	6555 S. Lewis Suite 200 Tulsa, OK 74136 Attn: Kelly Hoffman

5.2 Default. Should any party to this Agreement default in any of the covenants, conditions, or promises contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by statute.

5.3 Assignment. This Agreement may not be assigned in whole or in part by the parties hereto without the prior written consent of the other party or parties, which consent shall not be unreasonably withheld.

5.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

5.5 Partial Invalidity. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby and each term, covenant, condition, or provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

5.6 Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the parties hereto relating to the subject matter of this Agreement.

5.7 Interpretation of Agreement. This Agreement shall be interpreted and construed as if equally drafted by all parties hereto.

5.8 Survival of Covenants, Etc. All covenants, representations, and warranties made herein to any party, or in any statement or document delivered to any party hereto, shall survive the making of this Agreement and shall remain in full force and effect until the obligations of such party hereunder have been fully satisfied.

5.9 Further Action. The parties hereto agree to execute and deliver such additional documents and to take such other and further action as may be required to carry out fully the transactions contemplated herein.

5.10 Amendment. This Agreement or any provision hereof may not be changed, waived, terminated, or discharged except by means of a written supplemental instrument signed by the party or parties against whom enforcement of the change, waiver, termination, or discharge is sought.

5.11 Full Knowledge. By their signatures, the parties acknowledge that they have carefully read and fully understand the terms and conditions of this Agreement, that each party has had the benefit of counsel, or has been advised to obtain counsel, and that each party has freely agreed to be bound by the terms and conditions of this Agreement.

5.12 Headings. The descriptive headings of the various sections or parts of this Agreement are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

5.13 Counterparts. This Agreement may be executed in two or more partially or fully executed counterparts, each of which shall be deemed an original and shall bind the signatory, but all of which together shall constitute but one and the same instrument.

5.14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to conflict of law principles and will be binding upon and shall inure to the benefit of the Parties and the Shareholder and their successors and assigns.

5.15 Remedies. Any Person having rights under any provision of this Agreement will be entitled to enforce such rights specifically to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provision of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]



**SIGNATURE PAGE**

Shares: \_\_\_\_\_  
Investment \$: \_\_\_\_\_

\_\_\_\_\_  
**NOMINEE NAME** (Name As it Appears on Stock Certificate)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_, 2013

\_\_\_\_\_  
Name of Entity (if Applicable)

Tax ID / SSN No.: \_\_\_\_\_

Address for Notice:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Delivery Instructions:  
(if different than above)

C/O: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

The foregoing Agreement is hereby confirmed and accepted by the Company as of the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**Ring Energy, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**THIRD AMENDMENT TO  
REVOLVER LOAN AGREEMENT**

THIS THIRD AMENDMENT TO REVOLVER LOAN AGREEMENT, dated effective as of May 10, 2013 (the "Third Amendment"), is made and entered into by and among STANFORD ENERGY, INC., a Texas corporation ("Stanford"), RING ENERGY INC., a Nevada corporation ("Ring"), STANLEY M. MCCABE, individually ("McCabe"), and as sole trustee of THE MCCABE FAMILY TRUST, as amended (the "Trust"), and LLOYD T. ROCHFORD, individually ("Rochford", and together with Stanford, Ring, McCabe, and the Trust, collectively, the "Borrowers" and each individually, a "Borrower"), and THE F&M BANK & TRUST COMPANY, a state banking corporation (the "Bank").

WITNESSETH:

WHEREAS, Borrowers, as borrowers, and the Bank, as lender, entered into that certain Revolver Loan Agreement dated as of May 12, 2011, as amended by the First Amendment thereto dated as of May 12, 2012, and by the Second Amendment thereto dated as of January 15, 2013 (as amended, the "Existing Loan Agreement"), pursuant to which the Bank established a revolving line of credit in favor of the Borrowers in the maximum principal amount of \$10,000,000.00 until May 10, 2013 (the "Revolver Commitment"), as evidenced by a Promissory Note (Revolver Note) in the maximum principal amount of \$10,000,000.00 and dated as of January 15, 2013 (the "Revolver Note"); and

WHEREAS, Borrowers have requested a renewal and extension of the Revolver Loan until August 10, 2013; and

WHEREAS, subject to the terms, provisions and conditions hereinafter set forth, the Bank is willing to extend the Revolver Loan under August 10, 2013.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, receipt of which is acknowledged by the parties hereto, the parties agree as follows:

1. Definitions. Any capitalized term used herein (including in the recitals hereto) but not otherwise defined shall have the meaning given to such term in the Existing loan Agreement. In addition, the following definitions in Article I of the Existing Loan Agreement are hereby added or replaced in their entirety: "Base Rate" or the "F&M Base Rate" means the annual rate of interest established from time to time by the Bank and/or published on its website as the "F&M Base Rate." The F&M Base Rate may be adjusted throughout the term of the loan or loans governed or evidenced hereby, and any change in the F&M Base Rate due to a change in such announced and/or published rate shall be effective on the day of the announced change in such rate. The F&M Base Rate is not necessarily the best or lowest rate charged by the Bank and is set by the Bank in its sole discretion. If the F&M Base Rate becomes unavailable during the term of this loan, the Bank may substitute a different rate after notifying Borrowers.

"Revolver Final Maturity Date" shall mean August 10, 2013, unless otherwise extended or renewed in writing by the mutual agreement of the Borrowers and the Bank.

2. Maturity Date. The term of the Revolver Loan is hereby extended until August 10, 2013. All references to a Revolver Final Maturity Date of May 10, 2013, are deleted and replaced with references to "August 10, 2013."

3. Replacement Revolver Note. Section 2.2 of the Existing Loan Agreement is hereby amended to provide that the Borrowers' obligation to repay the Revolver Loan advances made under the Revolver Commitment, together with interest accruing thereon, shall be evidenced by the Borrowers' replacement Promissory Note (Revolver Note) dated as of even date herewith, made payable to the order of the Bank in the maximum principal amount of \$10,000,000.00, in form, scope and substance acceptable to the Bank (the "Replacement Revolver Note"). All references in the Existing Loan Agreement to the "Revolver Note" shall hereafter mean the Replacement Revolver Note.



4. Authorization for Direct Payments (ACH Debits). Section 2.7 shall be added to the Existing Loan Agreement, to read in its entirety as follows:

"2.7 Authorization for Direct Payments (ACH Debits). To effectuate any payment due under the Note or under any other Loan Document, the Borrowers hereby authorize the Bank to initiate debit entries to Account Number 429422 at the Bank and to debit the same to such account. This authorization to initiate debit entries shall remain in full force and effect until the Bank has received written notification of its termination in such time and in such manner as to afford the Bank a reasonable opportunity to act on it.

The Borrowers represent that the Borrowers are and will be the owners of all funds in such account. Each Borrower acknowledges: (1) that such debit entries may cause an overdraft of such account which may result in the Bank's refusal to honor items drawn on such account until adequate deposits are made to such account; (2) that the Bank is under no duty or obligation to initiate any debit entry for any purpose; and (3) that if a debit is not made because the above-referenced account does not have a sufficient available balance, or otherwise, the payment may be late or past due."

5. Late Fee. Section 2.8 shall be added to the Existing Loan Agreement, to read in its entirety as follows:

"2.8. Late Fee. Any principal or interest which is not paid within 10 days after its due date (whether as stated, by acceleration or otherwise) shall be subject to a late payment charge of five percent (5.00%) of the total payment due, in addition to the payment of interest, up to the maximum amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per late charge. Borrowers agree to pay and stipulate that five percent (5.00%) of the total payment due in a reasonable amount for a late payment charge. Borrowers shall pay the late payment charge upon demand by the Bank or, if billed, within the time specified, and in immediately available funds, US Dollars."

6. Waiver of Special Damages; Waiver of Jury. Section 7.11 (Waiver of Jury; Certifications) shall be amended and replaced to read in its entirety as follows:

"7.11 Waiver of Special Damages; Waiver of Jury.

(A) WAIVER OF SPECIAL DAMAGES. EACH BORROWER WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT SUCH BORROWER MAY HAVE TO CLAIM OR RECOVER FROM THE BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

(B) JURY WAIVER. EACH BORROWER AND BANK (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN BORROWERS AND BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT (INCLUDING ANY AMENDMENTS HERETO) OR THE OTHER LOAN DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK TO ENTER INTO THE LOAN AGREEMENT (AND ANY AMENDMENTS HERETO) AND THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY."

7. Government Regulation. Section 7.18 shall be added to the Existing Loan Agreement, to read in its entirety as follows:

"7.18 Government Regulation. Borrowers shall not (1) be or become subject at any time to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits Bank from making any loan advance or extension of credit to Borrowers or from otherwise conducting business with Borrowers, or (2) fail to provide documentary and other evidence of Borrowers' identity as may be requested by Bank at any time to enable Bank to verify Borrowers' identity or to comply with any applicable law or regulation, including without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318."



8. Assignment. Section 7.19 shall be added to the Existing Loan Agreement, to read in its entirety as follows:

"7.19 Assignment. Borrowers agree that the Bank may provide any information or knowledge the Bank may have about the Borrower or about any matter relating to the Note or any other Loan Document to any one or more purchasers or potential purchasers of the Note or other Loan Documents. The Borrowers agree that the Bank may at any time sell, assign or transfer one or more interests or participations in all or any part of its rights and obligations in the Note or other Loan Documents to one or more purchasers whether or not related to the Bank."

9. Recovery of Additional Costs. Section 7.20 shall be added to the Existing Loan Agreement, to read in its entirety as follows:

"7.20 Recovery of Additional Costs. If any Change in Law (defined below) shall impose, modify, or make applicable any taxes (except federal, state, or local income or franchise taxes imposed on the Bank), reserve requirements, deposit requirements, capital adequacy requirements, Federal Deposit Insurance Corporation (FDIC) deposit insurance premiums or assessments, or other obligations which would (A) increase the cost to the Bank for extending, maintaining or funding the Commitments, (B) reduce the amounts payable to the Bank under the Commitments, or (C) reduce the rate of return on the Bank's capital as a consequence of the Bank's obligations with respect to the Commitments, then the Borrower agrees to pay the Bank such additional amounts as will compensate the Bank therefor, within five (5) days after the Bank's written demand for such payment. The Bank's demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by the Borrowers, which explanation and calculations shall be conclusive in the absence of manifest error. "Change in Law" means the occurrence after the date of this Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application by any court or administrative or governmental authority of any law, rule, regulation or treaty, or (c) the making or issuance by any court or administrative or governmental authority of any request, rule, policy, guideline or directive, whether or not having the force of law; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the US or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued."

10. Additional Representations. None of the Borrowers nor principals of the Borrowers have been convicted of (or pleaded nolo contendere to) a crime involving bank fraud, embezzlement, sex offenses against a minor, mail fraud, or money laundering. For purposes of this representation, "principal" is defined as follows: (i) for a sole proprietorship: the proprietor; (ii) for a partnership: each managing partner and each partner who is a natural person and holds 20% or more ownership interest in the partnership; (iii) for a corporation, limited liability company, association or development company: each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 20% or more of the ownership stock or stock equivalent of the entity.

11. Ratification. The remaining terms, provisions and conditions set forth in the Existing Loan Agreement shall remain in full force and effect for all purposes and are incorporated herein by reference. The Borrowers restate, confirm and ratify the warranties, covenants and representations set forth therein and further represent to the Bank that, as of the date hereof, no Default or Event of Default exists under the Loan Agreement.


12. Conditions. The Borrowers shall execute and deliver, or cause to be executed and delivered to the Bank, each of the following as express conditions precedent to the effectiveness of the amendments and modifications contemplated by this Third Amendment:

(a) this Third Amendment;

(b) the Replacement Revolver Note;

(c) a closing certificate and authorizing resolution of Ring, Stanford and the Trust, in form, scope and content acceptable to the Bank concerning the transactions contemplated by this Third Amendment; and

(d) such other matters as deemed necessary or appropriate by the Bank.



13. Governing Law; Submission to Jurisdiction. The Loan Agreement (including this Third Amendment) shall continue to be subject to Sections 7.5 and 7.6 (Governing Law and Submission to Jurisdiction, respectively) of the Existing Loan Agreement.

14. Fees and Expenses. The Borrowers agree to pay to the Bank on demand all costs, fees and expenses (including without limitation reasonable attorneys fees and legal expenses incurred or accrued by the Bank in connection with the preparation, negotiation, execution, closing, delivery, and administration of the Loan Agreement (including this Third Amendment) and the other Loan Documents (including Security Instruments), or any amendment, waiver, consent or modification thereto or thereof, or any enforcement thereof. In any action to enforce or construe the provisions of the Loan Agreement or any of the Loan Documents, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses related thereto.

15. Release. In consideration of the amendments contained herein, Borrowers hereby waive and release the Bank from any and all claims and defenses, known or unknown, as of the effective date of this Third Amendment, with respect to the Loan Agreement and the Loan Documents and the transactions contemplated thereby.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed and delivered in Tulsa, Oklahoma, in multiple counterparts effective as of the day and year first above written.

BORROWERS:

STANFORD ENERGY, INC.,  
a Texas corporation

By: \_\_\_\_\_  
Lloyd T. Rochford, President

RING ENERGY INC., a Nevada corporation

By: \_\_\_\_\_

William R. Broaddrick,

Chief Financial Officer

Stanley M. McCabe, individually

Stanley M. McCabe, sole trustee of the McCabe  
Family Trust, as amended

Lloyd T. Rochford, individually

BANK:

THE F&M BANK & TRUST COMPANY, a  
state banking corporation

By: \_\_\_\_\_  
Henry Smith, Vice President

**FOURTH AMENDMENT TO  
REVOLVER LOAN AGREEMENT**

THIS FOURTH AMENDMENT TO REVOLVER LOAN AGREEMENT, dated effective as of August 10, 2013 (the "Fourth Amendment"), is made and entered into by and among **STANFORD ENERGY, INC.**, a Texas corporation ("Stanford"), **RING ENERGY INC.**, a Nevada corporation ("Ring"), **STANLEY M. MCCABE**, individually ("McCabe"), and as sole trustee of **THE MCCABE FAMILY TRUST**, as amended (the "Trust"), and **LLOYD T. ROCHFORD**, individually ("Rochford", and together with Stanford, Ring, McCabe, and the Trust, collectively, the "Borrowers" and each individually, a "Borrower"), and **THE F&M BANK & TRUST COMPANY**, a state banking corporation (the "Bank").

WITNESSETH:

WHEREAS, Borrowers, as borrowers, and the Bank, as lender, entered into that certain Revolver Loan Agreement dated as of May 12, 2011, as amended by the First Amendment thereto dated as of May 12, 2012, by the Second Amendment thereto dated as of January 15, 2013, and by the Third Amendment thereto dated as of May 10, 2013 (as amended, the "Existing Loan Agreement"), pursuant to which the Bank established a revolving line of credit in favor of the Borrowers in the maximum principal amount of \$10,000,000.00 until August 10, 2013 (the "Revolver Commitment"), as evidenced by a Promissory Note (Revolver Note) in the maximum principal amount of \$10,000,000.00 and dated as of May 10, 2013 (the "Revolver Note"); and

WHEREAS, Borrowers have requested a renewal and extension of the Revolver Loan until April 10, 2014; and

WHEREAS, subject to the terms, provisions and conditions hereinafter set forth, the Bank is willing to extend the Revolver Loan until April 10, 2014.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, receipt of which is acknowledged by the parties hereto, the parties agree as follows:

1. **Definitions.** Any capitalized term used herein (including in the recitals hereto) but not otherwise defined shall have the meaning given to such term in the Existing loan Agreement. In addition, the following definitions in Article I of the Existing Loan Agreement are hereby added or replaced in their entirety:

"**Revolver Final Maturity Date**" shall mean April 10, 2014, unless otherwise extended or renewed in writing by the mutual agreement of the Borrowers and the Bank.

2. **Maturity Date.** The term of the Revolver Loan is hereby extended until April 10, 2014. All references to a Revolver Final Maturity Date of August 10, 2013, are deleted and replaced with references to "April 10, 2014."
3. **Replacement Revolver Note.** Section 2.2 of the Existing Loan Agreement is hereby amended to provide that the Borrowers' obligation to repay the Revolver Loan advances made under the Revolver Commitment, together with interest accruing thereon, shall be evidenced by the Borrowers' replacement Promissory Note (Revolver Note) dated as of even date herewith, made payable to the order of the Bank in the maximum principal amount of \$10,000,000.00, in form, scope and substance acceptable to the Bank (the "Replacement Revolver Note"). All references in the Existing Loan Agreement to the "Revolver Note" shall hereafter mean the Replacement Revolver Note.

4. Additional Representation. None of the Borrowers nor principals of the Borrowers have been convicted of (or pleaded nolo contendere to) a crime involving bank fraud, embezzlement, sex offenses against a minor, mail fraud, or money laundering. For purposes of this representation, "principal" is defined as follows: (i) for a sole proprietorship: the proprietor; (ii) for a partnership: each managing partner and each partner who is a natural person and holds 20% or more ownership interest in the partnership; (iii) for a corporation, limited liability company, association or development company: each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 20% or more of the ownership stock or stock equivalent of the entity.
5. Ratification. The remaining terms, provisions and conditions set forth in the Existing Loan Agreement shall remain in full force and effect for all purposes and are incorporated herein by reference. The Borrowers restate, confirm and ratify the warranties, covenants and representations set forth therein and further represent to the Bank that, as of the date hereof, no Default or Event of Default exists under the Existing Loan Agreement (as amended by this Fourth Amendment, collectively, the "Loan Agreement").
6. Conditions. The Borrowers shall execute and deliver, or cause to be executed and delivered to the Bank, each of the following as express conditions precedent to the effectiveness of the amendments and modifications contemplated by this Fourth Amendment:
  - (a) this Fourth Amendment;
  - (b) the Replacement Revolver Note;
  - (c) a closing certificate and authorizing resolution of Ring, Stanford and the Trust, in form, scope and content acceptable to the Bank concerning the transactions contemplated by this Fourth Amendment; and
  - (d) such other matters as deemed necessary or appropriate by the Bank.
7. Governing Law; Submission to Jurisdiction. The Loan Agreement (including this Fourth Amendment) shall continue to be subject to Sections 7.5 and 7.6 (Governing Law and Submission to Jurisdiction, respectively) of the Existing Loan Agreement.
8. Fees and Expenses. The Borrowers agree to pay to the Bank on demand all costs, fees and expenses (including without limitation reasonable attorneys fees and legal expenses incurred or accrued by the Bank in connection with the preparation, negotiation, execution, closing, delivery, and administration of the Loan Agreement (including this Fourth Amendment) and the other Loan Documents (including any Security Instruments), or any amendment, waiver, consent or modification thereto or thereof, or any enforcement thereof.  
In any action to enforce or construe the provisions of the Loan Agreement or any of the Loan Documents, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses related thereto.
9. Release. In consideration of the amendments contained herein, Borrowers hereby waive and release the Bank from any and all claims and defenses, known or unknown, as of the effective date of this Fourth Amendment, with respect to the Loan Agreement and the Loan Documents and the transactions contemplated thereby.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be duly executed and delivered in Tulsa, Oklahoma, in multiple counterparts effective as of the day and year first above written.

**BORROWERS:**

**STANFORD ENERGY, INC.**, a Texas corporation

By: \_\_\_\_\_  
Lloyd T. Rochford, President

**RING ENERGY INC.**, a Nevada corporation

By: \_\_\_\_\_  
William R. Broaddrick,  
Chief Financial Officer

\_\_\_\_\_  
Stanley M. McCabe, individually

\_\_\_\_\_  
Stanley M. McCabe, sole trustee of the  
McCabe Family Trust, as amended

\_\_\_\_\_  
Lloyd T. Rochford, individually

**BANK:**

**THE F&M BANK & TRUST COMPANY**,  
a state banking corporation

By: \_\_\_\_\_  
Henry Smith, Vice President

## CERTIFICATIONS

I, Kelly W. Hoffman, certify that:

1. I have reviewed this Form 10-Q for the quarter ended September 30, 2013, of Ring Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 5, 2013

/s/ Kelly W. Hoffman  
Kelly W. Hoffman, CEO  
(Principal Executive Officer)

## CERTIFICATIONS

I, William R. Broaddrick, certify that:

1. I have reviewed this Form 10-Q for the quarter ended September 30, 2013, of Ring Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 5, 2013

/s/ William R. Broaddrick  
William R. Broaddrick, CFO  
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350**

**AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Ring Energy, Inc. (the "Company") on Form 10-Q for the three months ended September 30, 2013, as filed with the Securities and Exchange Commission (the "Report"), the undersigned principal executive officer and financial officer of the Company, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 5, 2013

/s/ Kelly W. Hoffman  
Kelly W. Hoffman  
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350**

**AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Ring Energy, Inc. (the "Company") on Form 10-Q for the three months ended September 30, 2013, as filed with the Securities and Exchange Commission (the "Report"), the undersigned principal executive officer and financial officer of the Company, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 5, 2013

/s/ William R. Broaddrick  
William R. Broaddrick  
(Principal Financial Officer)