

POWERFUL SPENDING CONTROL FOR ALL YOUR BUSINESS PURCHASES

The Dearybury Oil & Gas Inc. MasterCard® program provides a new approach to managing all of your company's spending. Whether it's fleet, purchasing, and/or travel and entertainment expenses, the Dearybury Oil & Gas Inc. MasterCard program consolidates all spending data so you can better manage the entire procure-to-pay process. By integrating card activity across all categories, you'll get a clear overview of your company's expenses and be able to analyze spending patterns.

Spending Controls

Align card usage with company spending policies to ensure compliance company-wide.

- Control expenses with preset spending limits
- Set limits based on purchasing amounts, number of transactions, type of supplier and more
- Customize cards to employees' spending needs

Online Account Management

You have real-time control and reporting on all spending activity.

- Create and manage groups and subgroups and their spending activity
- Customize daily, dollar and transaction limits by user
- Block and unblock cards instantly
- Change purchasing authorization and spending limits in real-time
- Customize reporting to meet your needs
- Authorize one-time and emergency purchases

Apply today or for more information call Dearybury Oil & Gas Inc. at (800) 732-0186.

The Dearybury Oil & Gas Inc. MasterCard is issued by Regions Bank pursuant to a license by MasterCard International, Incorporated. Comdata is a registered trademark of Comdata Network, Inc. and is a wholly owned subsidiary of Ceridian Corporation. MasterCard is a registered trademark of MasterCard International Incorporated.



CREDIT-024-10 Dearybury
08/11

Account Application

Dearybury Oil & Gas Inc.
MasterCard® Corporate Card



Dearybury Oil & Gas Inc. MasterCard® Corporate Card Agreement Terms and Conditions (For Business Use Only)

This Agreement is made and entered into by and between Dearybury Oil & Gas, Inc ("DO&G") and _____, relating to the establishment of an account with _____ pursuant to the terms and conditions set forth herein.

1. Nature of Account and Card Use. DO&G will provide Customer with an account through the use of which Customer may access the financial information and other services provided for herein ("Account"). In connection with the Account, DO&G, in accordance with Customer's request, shall provide special MasterCard Corporate Cards® ("Cards"), which are issued by Regions Bank, headquartered in Birmingham, Alabama, or another financial institution ("Issuing Bank"). Customer represents that it is either a governmental, non-profit or commercial business enterprise and agrees that the Account is for business purposes only, and any Card(s) issued under the Account will not be used for personal, family or household purposes. Further, the Account and Card(s) may be used only for valid and lawful purposes. If Customer uses, or allows someone else to use, the Card(s) or Account for any other purpose, Customer shall be responsible for such use and may be required to reimburse DO&G, the Issuing Bank, and MasterCard International Incorporated ("MasterCard") for all amounts or expenses either DO&G, the Issuing Bank or MasterCard pays as a result of such use. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned upon request. DO&G or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time. Customer authorizes DO&G to share certain Account information with all parties list in this agreement on a regular basis, including but not limited to, credit limit and card usage information, and permits DO&G to use such information. Accounts may be subject to a one-time set-up fee of \$75.00. Transaction fees may apply to ensure cash price at locations in DO&G's proprietary network.

2. Credit Limit. DO&G will advise Customer of its available credit limit for the Account, as the same may be changed from time to time, and may require security for the performance of Customer's payment obligations. Customer shall not allow its unpaid balance, including fees and other charges on the Account, to exceed its credit limit. If Customer exceeds its credit limit, then DO&G may request immediate payment, suspend service, and charge additional service fees, including, without limitation, an over limit fee of \$50.00 and an Account reinstatement fee of \$15.00.

3. Payment Terms. (a) Customer shall be responsible for credit extended on the Account. The total amount shown on each Account statement is due and payable by the due date shown on the statement. This amount includes current transactions, applicable fees as set forth below, applicable service fees, amounts past due, late payment charges, charges for returned checks and other applicable charges. For international transactions, the transaction amount includes a MasterCard cross-border fee of 80 basis points and a MasterCard currency conversion assessment fee of 20 basis points. Customer agrees to pay a late payment charge on past due balances of 18% per annum or the maximum amount permitted by applicable law, whichever is less. DO&G reserves the right to charge a returned check fee of thirty five dollars (\$35) or the maximum amount permitted under applicable law, whichever is less. (b) In the event that DO&G engages the services of a collection agency or an attorney to preserve, protect, enforce or defend its rights under this Agreement or relating to use of the Cards, Customer agrees to pay all such costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses.

4. Statements and Reporting, and Maintenance. Billing statements and reports are available on-line. At Customer's request, DO&G will provide paper copies of billing statements and reports for a fee of \$20.00 per billing cycle. Customer understands and agrees that DO&G may filter data received from merchants from time to time as necessary to provide complete reporting information to Customer. DO&G will charge Customer an account maintenance fee of \$1.50 per transaction for performing any card maintenance transaction through a customer service representative that affects the status of a particular card and for credit limit or current day activity inquiries by Customer.

5. Credit Information. Customer authorizes DO&G to make any credit investigations DO&G deems necessary or appropriate and to request reports from credit bureaus in connection with this Agreement or any update, renewal or extension of credit. DO&G may furnish information with respect to Customer's Account to credit bureaus or others who may properly receive such information.

6. Change of Terms; Termination. DO&G may change the terms of this Agreement at any time. DO&G will notify Customer of any changes. Retention or use of the Account and Cards after the effective date of any change will constitute acceptance of the new terms. If Customer does not agree to any such change, Customer may end this Agreement by notifying DO&G before the effective date of the change, returning all Cards to DO&G and paying what is owed under the terms of this Agreement. Either party may terminate this Agreement at any time by written or telephone notice to the other party.

7. Disputed Item. Customer must notify Comdata in writing of any disputed item on Customer's billing statement within sixty (60) days from the date of the billing statement, or it will be deemed undisputed and accepted by Customer. Unless required by law, Comdata is not responsible for any problem Customer may have with any goods or services charged on the Account. If Customer has a dispute with a merchant, Customer must pay Comdata and settle the dispute directly with the merchant. Comdata is not responsible if any merchant refuses to honor the Card.

8. Default and Remedies. In the event of Customer's default under this Agreement, including, without limitation, failure to comply with the credit limit and payment terms provisions hereof, DO&G shall have the right to immediately suspend the Account until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then DO&G may thereafter terminate this Agreement. Customer's obligation to pay for all outstanding amounts on the Account incurred before the effective date of termination shall survive termination.

9. Lost or Stolen Cards. Customer agrees to notify Comdata immediately of any loss, theft or unauthorized use of the Account or of any Card. Except as set forth in this Section, Customer understands that it is liable for unauthorized use of the Account and Cards. Customer will not be liable for unauthorized charges that occur after Customer notifies Comdata of the loss, theft or possible unauthorized use of the Account or a Card issued to Customer.

10. Limitations of Liability. Comdata and DO&G shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of god or any other cause not within the reasonable control of Comdata or DO&G. IN NO EVENT SHALL COMDATA or DO&G BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER COMDATA or DO&G WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. COMDATA and DO&G MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Liability of Acts of Customers, Employees and Agents. Customer agrees to hold Comdata and DO&G harmless from any and all liability resulting from the acts of any employees or agents of Customer, which acts shall include but are not limited to negligent acts of such persons.

12. Miscellaneous. This Agreement shall be governed by the laws of the State of South Carolina without regard to the choice of law rules of such state. Any action to enforce or interpret this Agreement shall be brought in the appropriate judicial forum located in Spartanburg, Spartanburg County, South Carolina, and Customer does hereby consent to such jurisdiction and waives any objections thereto. No waiver by either party of any breach of any provision of this Agreement to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement. This Agreement together with changes that may be in effect from time to time constitutes the entire agreement of the parties relating to this subject matter. This Agreement is for the benefit of DO&G, its successors and assigns, and may be assigned by DO&G without the consent of the Customer. Customer may not transfer or assign this Agreement without the prior written consent of DO&G. Customer shall return the originally executed copy of this Agreement to DO&G as soon as possible. Notwithstanding the foregoing, Customer acknowledges and agrees that electronic records and signatures and facsimile copies of signatures shall have the full legal effect of a writing. Dearybury Oil & Gas Inc. MasterCard® Corporate Card

Credit Application

Applicant Information

Company Name		Federal Tax ID Number	
<input type="text"/>		<input type="text"/>	
Street Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Billing Address (if differs from above)	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Business Phone	Extension	Cell Number	
(<input type="text"/>) <input type="text"/>	<input type="text"/>	(<input type="text"/>) <input type="text"/>	
Business Fax Number	Email Address		Web Address
(<input type="text"/>) <input type="text"/>	<input type="text"/>		<input type="text"/>
Primary Contact		Billing Department Contact	
<input type="text"/>		<input type="text"/>	
Annual Sales	Years in Business	Years of Ownership	Company's Net Worth
\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
Business Type	Number of Vehicles		Number of Drivers
<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	<input type="text"/>		<input type="text"/>
Type of Business / Industry	Requested Credit Limit	Anticipated Weekly Spend	Number of Cards Requested
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
Holding Status	Ticker Symbol (if Public)	Motor Carrier Number	
<input type="checkbox"/> Public <input type="checkbox"/> Private	<input type="text"/>	<input type="text"/>	

A = Large corporation over \$5,000,000 annual sales. B = Partnership, sole proprietorship, small corporation (annual sales equal to or less than \$5,000,000), other.

A	President	Controller	Year of Incorporation	State
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
B	Principal Owner #1	% Ownership	DOB (MM-DD-YY)	Social Security Number
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Street Address			
	<input type="text"/>			
	City	State / Prov	Zip Code	Driver's License Number
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Principal Owner #2	% Ownership	DOB (MM-DD-YY)	Social Security Number
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Street Address			
	<input type="text"/>			
	City	State	Zip Code	Driver's License Number
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Financial Reference

Bank Name	**Please fax a voided check copy along with this credit application.**		
<input type="text"/>			
Bank Account Number	Account Type		
<input type="text"/>	<input type="text"/>		
Contact Person	Phone Number	Extension	
<input type="text"/>	(<input type="text"/>) <input type="text"/>	<input type="text"/>	
Street Address	City	State / Prov	Zip / Postal Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

PLEASE READ CAREFULLY

By signing below, the Applicant hereby authorizes its banking reference to release its credit history and credit information to DO&G for purposes of credit evaluation, and Applicant gives DO&G permission to obtain credit reports to check Applicant's credit standing. Please attach a copy of Applicant's current financial statement. If requested by DO&G, Applicant agrees to furnish additional financial information. Additionally, each undersigned individual, as an officer, principal, partner, or sole proprietor of Applicant, recognizes that his/her individual credit history may be a factor in the evaluation of the credit history of Applicant and does hereby consent to and authorize the use of his/her consumer credit report by DO&G from time to time as needed in the credit evaluation process. All financial information will be kept confidential. By signing below, Applicant hereby agrees to terms and conditions on the reverse of this application. This application does not entitle Applicant to receive an extension of credit from Dearybury Oil. By signing below, each individual affirms that all information stated in this application is true and correct to the best of his/her knowledge.

<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature	Name (Printed)	Title	Date	
<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature	Name (Printed)	Title	Date	

PLEASE READ CAREFULLY:

Personal Guaranty-Required for: Corporations Less Than Three Years Old or Less Than \$5 Million in Annual Sales and All Sole Proprietorships, Partnerships and LLCs

In consideration of credit to be given to Applicant if this Application is approved, each undersigned principal owner of Applicant (hereafter "Guarantor") unconditionally and irrevocably guarantees the full and prompt payment and performance when due of all obligations of the Applicant now or hereafter owing to Dearybury Oil and its successors and assigns. Guarantor's liability is unlimited and includes all costs of collection and reasonable counsel fees. This is a guaranty of payment, and Guarantor agrees to pay, upon demand, all sums and obligations then owing by the Applicant, without any obligation of Dearybury Oil to first resort to or exhaust its remedies against the Applicant or any other guarantor or any collateral. Guarantor waives notice of acceptance, diligence, presentment, demand, notices of dishonor, default, protest and all other notices or demands regarding the Dearybury Oil account and this guaranty. The Guarantor further waives any and all defenses the Guarantor might have by reason of any extension of time given to the Applicant, or the acceptance by Dearybury Oil of other security, guarantees, or collateral release or modifications made with respect to the Applicant's indebtedness. This guaranty shall not be affected by the amount of credit extended under the Dearybury Oil account or by any change in the form of said indebtedness, nor by an extension or renewal of said indebtedness. Guarantor hereby subordinates in favor of Dearybury Oil any right of subrogation and all other obligations of Applicant to Guarantor. This is a continuing guaranty and shall continue in full force and effect until terminated and all amounts owing by the Applicant for which Guarantor is liable have been indefeasibly paid in full. If any provision of this Guaranty is held to be illegal, invalid or unenforceable it shall not affect any other provision hereof. This Guaranty shall be governed by the laws of the State of Tennessee. This Guaranty will be relied upon by Dearybury Oil in making the credit decision on Applicant and is a condition of the extension of credit to the Applicant. Guarantor hereby authorizes Dearybury Oil to obtain a consumer credit report and other information (including, without limitation, criminal background checks) of Guarantor and to make direct inquiries of employers and businesses where Guarantor has accounts. If this Application is denied based on such information, Guarantor authorizes Dearybury Oil to report the reason for the denial to Applicant.

THIS AGREEMENT IS SUBJECT TO CREDIT APPROVAL BY DEARBURY OIL.

Accepted and agreed this [] day of [], 20 [] .

Customer

By: []

Signature: [X]

Title: []

Customer

By: []

Signature: [X]

Title: []

DEARBURY OIL OFFICIAL USE ONLY. THIS SECTION TO BE COMPLETED BY DEARBURY OIL.

Please select all transaction types below that apply.

Purchase Card Travel & Entertainment Fleet Card
 eCash / Debit Card TSD

Please assign a monthly estimate of spend dollars.

\$ [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] P-Card
\$ [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] T&E
\$ [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] Fleet Card
\$ [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] eCash

Method of Payment [] Credit Line Requested \$ [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Payment Schedule [] Number of Cards Requested [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

THIS AGREEMENT IS SUBJECT TO CREDIT APPROVAL BY DEARBURY OIL.

Approved by Dearybury Oil:

Signature []

Name (Please Print) []

Credit Limit \$ [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Security
 Letter of Credit \$ [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] Security Deposit \$ [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] []
 Bond \$ [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] Other \$ [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Billing Cycle
 Weekly with cycle ending (check one):
 Sun Mon Tue Wed Thu Fri Sat

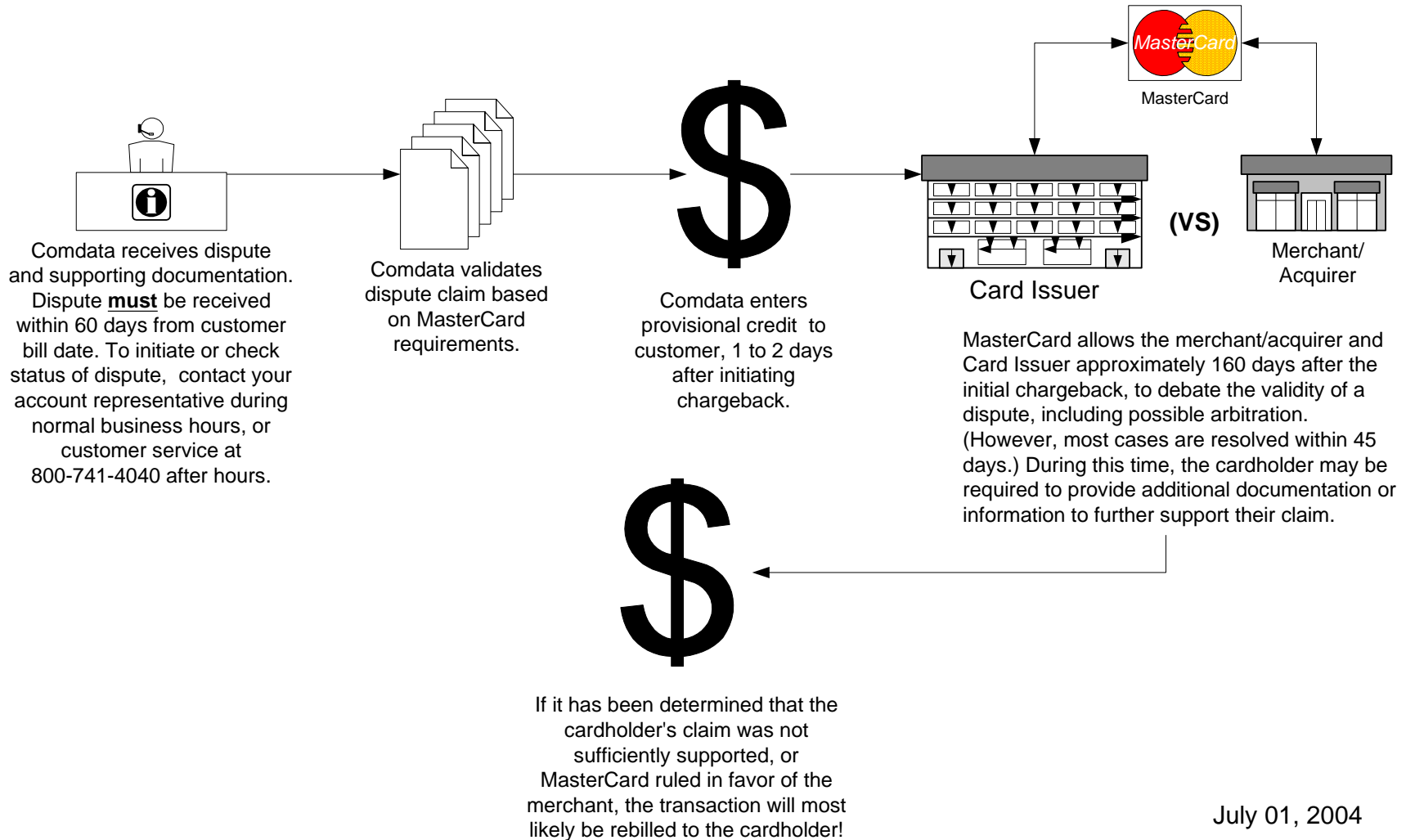
Payment Method
 Wire Customer Initiated ACH Check Western Union Quick Collect

If this Application is approved by Dearybury Oil, then a specific credit limit will be assigned based upon Applicant's credit report or credit report(s) of Applicant's owner(s).

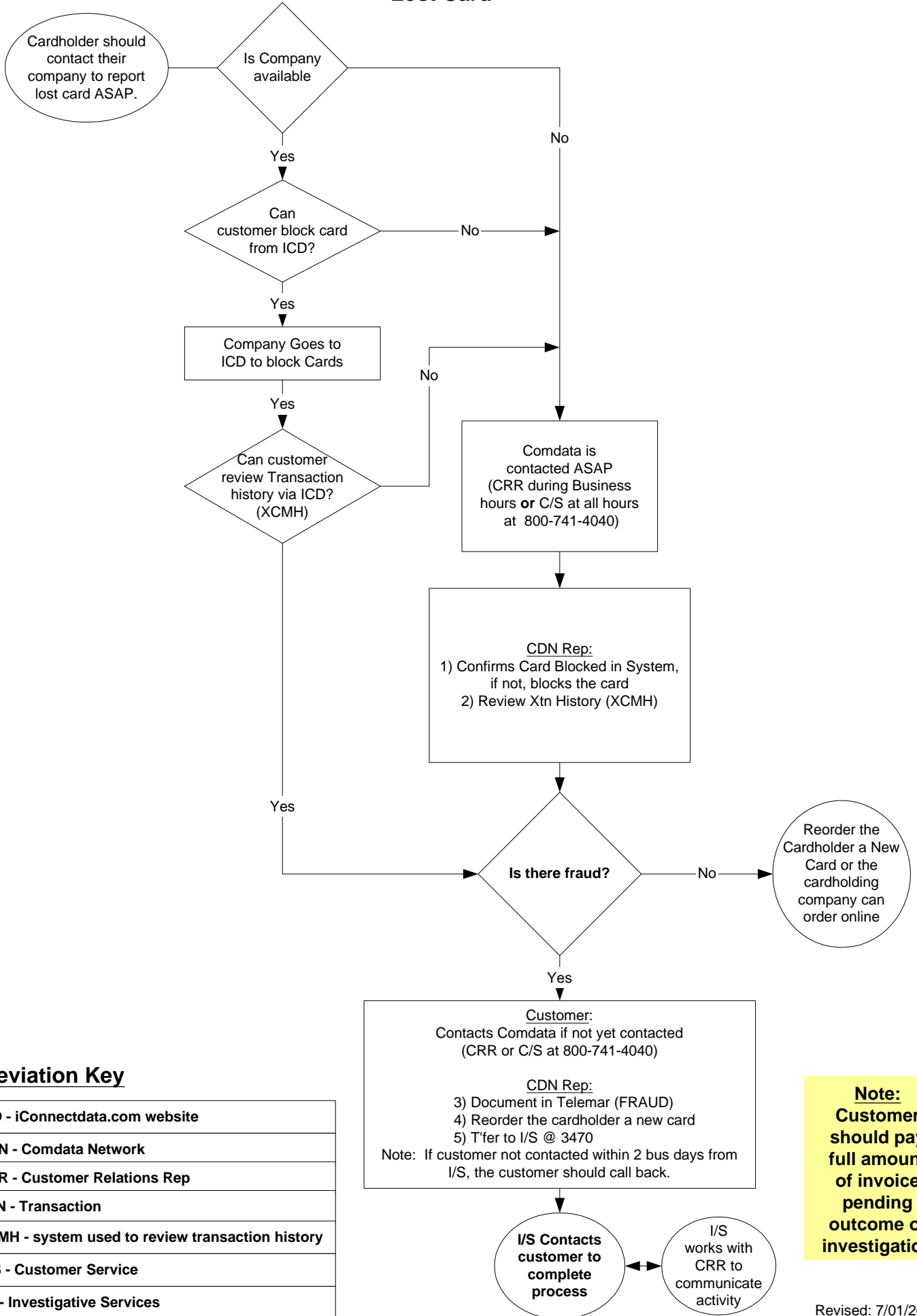
ATTACH A COPY OF A VOIDED CHECK AND COMPLETE THIS APPLICATION IN ITS ENTIRETY. FAILURE TO DO SO WILL DELAY THE PROCESSING OF THIS APPLICATION.

**FAX THIS APPLICATION TO:
(864) 573-8685**

HIGH LEVEL DISPUTE PROCESS



BusinessLink Fraud Lost Card

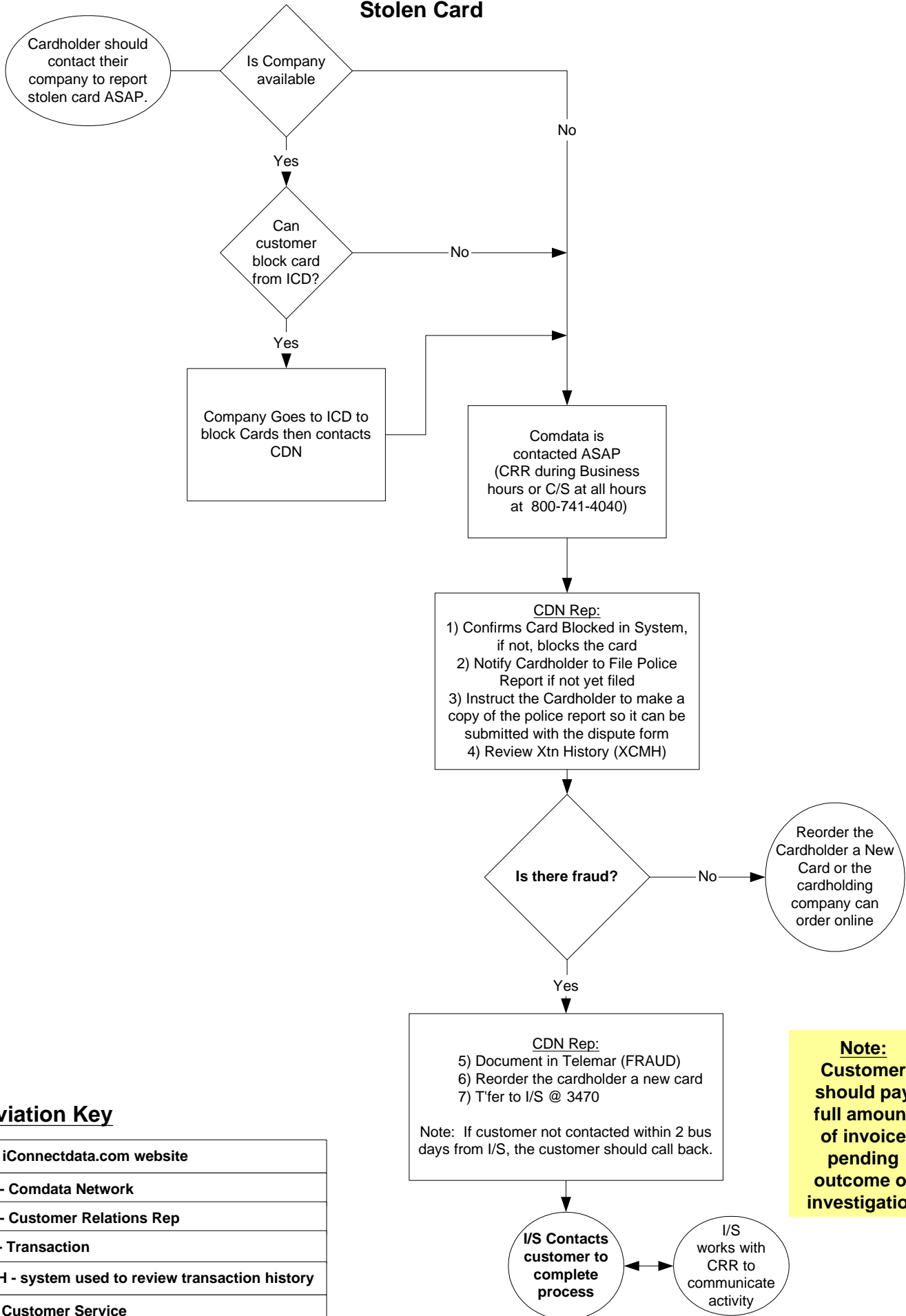


Abreviation Key

* ICD - iConnectdata.com website
* CDN - Comdata Network
* CRR - Customer Relations Rep
* XTN - Transaction
* XCMH - system used to review transaction history
* C/S - Customer Service
* I/S - Investigative Services

Note:
Customer should pay full amount of invoice pending outcome of investigation

BusinessLink Fraud Stolen Card



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Customer should pay full amount of invoice pending outcome of investigation

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