

PREFERRED CARD CREDIT APPLICATION – BUSINESS ACCOUNTS

MFA OIL COMPANY
MFA PETROLEUM COMPANY
 One Ray Young Drive
 Columbia, MO 65201



Questions about this application? Contact MFA Oil's Credit Department at (800) 366-0200.

BEFORE YOU APPLY: You must be an authorized officer of the Business to submit this application on behalf of the Business. Please complete all parts of this application, including Parts 4, 5 and 6 and **ATTACH CURRENT FINANCIAL STATEMENT.**

PART 1 – BUSINESS INFORMATION

Legal Business Name:		DBA:	
Street Address:		City, State, Zip:	County:
Business Phone:	Years in business:	Nature of business:	
Check one: <input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC	<input type="checkbox"/> Corporation
Your business premises: <input type="checkbox"/> Rent <input type="checkbox"/> Own		If Rent, Landlord's Name & Address:	
Tax ID or Social Security No:			

Principle Operating Lender's Name & Address:

List all owners, partners or officers of Business:

NAME, TITLE	ADDRESS	SOCIAL SECURITY NO.

PART 2 – ACKNOWLEDGEMENT

On an approved application, credit will be extended through the end of next full month after a charge is billed. The undersigned agrees that (a) on the Past Due Balance, Interest will accrue as permitted under Missouri law and as a **FINANCE CHARGE** and not exceeding a periodic rate of 0.0493% per day, which is an **ANNUAL PERCENTAGE RATE** of 18%, and (b) the minimum **FINANCE CHARGE** per unpaid invoice is \$0.01. Any unpaid **FINANCE CHARGE** will be compounded monthly, become a part of the Past Due Balance and then bear interest like the Past Due Balance. Past Due Balance is determined by subtracting credits and payments from Previous Balance. To avoid **FINANCE CHARGE**, payment of **NEW BALANCE** must be received on or before the last day of the calendar month following **STATEMENT DATE**. No minimum payments. Payment received after **STATEMENT DATE** will be credited to the account in the next billing cycle. Payments and credits will be applied to the account in the following order: (a) Past Due Balance (b) Current Charges. I/We agree that in the event the account becomes past due and is referred to a collection agency, to pay any and all expenses MFA Oil Company incurs from such collection agency related to the account regardless of whether legal action is pursued. I/We agree that in the event the account becomes past due and is referred to any attorney for collection, to pay an attorney's fee not exceeding fifteen percent (15%) of the **NEW BALANCE** of the account and court costs. I/We agree that this Agreement shall be governed by Missouri law. I/We further acknowledge and agree that in consideration of the extension of credit applied for herein, I/We hereby consent and submit to the venue and jurisdiction of the Circuit Court of Boone County, Missouri, or any other state court where I/We may be found at MFA Oil Company's sole election, for the purpose of determining and enforcing MFA Oil Company's remedies under this Agreement and for any suit or any sums due on account. I/We certify that the above information is complete and provided for the purpose of obtaining credit. I/We hereby authorize MFA Oil Company or any credit bureau or other investigative agency employed by it, to conduct a credit investigation, including but not limited to, investigating any references herein listed or statements or other data obtained from Me/Us or from any other person pertaining to My/Our credit and financial responsibility. I/We further acknowledge and agree that the terms of this Agreement shall apply to any and all accounts that I/We, may hereinafter open with MFA Oil Company. I/We warrant that the above Agreement has been carefully read and that it is understood by the same. Failure of MFA Oil Company to exercise any right given hereunder or to insist upon strict compliance with regard to any term, conditions or covenant specified in the Agreement, shall not constitute a waiver of MFA Oil Company's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

Name of Business Entity	By	Title
	Printed Name	Date

PART 3 – PERSONAL GUARANTEE

The undersigned in consideration of the extension of credit to the aforementioned Applicant/s, hereinafter referred to as First Party, by MFA Oil Company and/or MFA Petroleum Company, hereinafter collectively referred to as Second Party, does hereby guarantee all payments due and owing from First Party to Second Party for merchandise, product or anything whatsoever, whether in the form of credit, cash, loans, notes, accounts payable, or advances, together with any renewals or extensions thereof, whether in full or in part. The undersigned specifically waives presentment, demand for payment, protest, notice of protest and non-payment, and agrees that if any indebtedness due from First Party to Second Party is not paid when due, that Second Party shall have the right to proceed directly against the undersigned, jointly or severally, for any and all indebtedness due from First Party to Second Party including attorney's fees, expenses and court costs as outlined below.

Guarantor also waives all notices, all defenses and claims First Party could assert, any right to require Second Party to pursue any remedy or seek payment from any other person before seeking payment under this Personal Guarantee, and all defenses to the debt, except payment in full. The undersigned agrees to not exercise or enforce any right of subrogation, contribution or reimbursement against any person liable for First Party's debt, or any claim to any collateral for such debt, until Second Party has received full payment of said debt. The undersigned acknowledges and agrees to remain obligated to pay on this Personal Guarantee even if First Party or any other person who is obligated to pay this debt has such obligation discharged in bankruptcy or otherwise discharged by law. If any payments on the debt are set aside, recovered or required to be returned in the event of insolvency, bankruptcy or reorganization of First Party, the undersigned understands that the obligations under this Personal Guarantee will continue as if such payments had never been made.

This Personal Guarantee shall apply to any and all indebtedness now due and owing Second Party, and to all future transactions and indebtedness on any and all accounts between First Party and Second Party.

This Personal Guarantee is an absolute, unconditional, unlimited, continuing guarantee. This Personal Guarantee is governed by the laws of the State of Missouri and the parties submit and consent to the venue and jurisdiction of the Circuit Court of Boone County, Missouri, or any other state court where the undersigned or First Party may be found at Second Party's sole election for the purpose of determining and enforcing Second Party's remedies. In the event this Personal Guarantee is referred to an attorney for collection, the undersigned further agrees to pay an attorney's fee of fifteen percent (15%) of the Past Due Balance owed by First Party to Second Party, expenses and court costs.

This Personal Guarantee may only be terminated in writing signed by the undersigned, which termination shall not affect the undersigned's liability for any indebtedness incurred by First Party prior to the date the termination is received by Second Party.

Signature	Date	Signature	Date
Printed Name		Printed Name	

PART 4 – BANKING & CREDIT REFERENCES

Bank Name:	Contact:	
Phone:	Fax:	Account No.
Creditor's Name:	Contact:	
Phone:	Fax:	Account No.
Creditor's Name:	Contact:	
Phone:	Fax:	Account No.
Creditor's Name:	Contact:	
Phone:	Fax:	Account No.

Are there any suits, unsatisfied judgments, liens, or unpaid collection accounts pending against you or your company? Yes No

If yes, explain:

PREFERRED CARD
CREDIT APPLICATION DISCLOSURES

RETAIN FOR YOUR RECORDS

INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	18.00% (.000493 daily rate)
How to Avoid Paying Interest on Purchases	Your due date is the last day of the calendar month following the closing date of your statement. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	\$0.01 for Individual Past Due Invoices
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .
FEES	
Returned Payment Fee	\$15.00

How We Will Calculate Your Balance: We use a method called Adjusted Balance (including new purchases).

Monthly Billing Information and Payment Terms

Total balance due on the account appears on the statement as the "**NEW BALANCE.**" Payment of the **NEW BALANCE** is due in full upon receipt of the statement. No minimum payments. **FINANCE CHARGES** will include accrued interest. Any unpaid **FINANCE CHARGES** will be compounded monthly, become a part of the Past Due Balance and then bear interest like the Past Due Balance.

Method of Computing Balance Due

Past Due Balance is determined by subtracting credits and payments from the Previous Balance. **FINANCE CHARGES** are applied to the Past Due Balance. Payment received after statement date will be credited to account in the next billing cycle. Payments and credits will be applied to the account in the following order: (a) Past Due Balance; (b) Current Charges.

In the event the account becomes past due and is referred to any attorney for collection, an attorney's fee not exceeding 15% of the Past Due Balance of the account and court costs will be assessed against the account.

Your Billing Rights: Keep This Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Credit Department, MFA Oil Company, P.O. Box 519, Columbia, MO 65205.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us at **(573) 442-0171**, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Credit Department, MFA Oil Company, P.O. Box 519, Columbia, MO 65205.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Lost or Stolen Credit Cards

Please immediately report a lost or stolen card by calling **1-800-7 MFA OIL**.

Liability for Unauthorized Use of Credit Card

You will not be liable for unauthorized use of your credit card(s) that occurs after you have notified MFA Oil Company either orally or in writing of a loss, theft or possible unauthorized use.

If you have an account for which less than 10 cards have been issued, your liability for unauthorized use shall not exceed the lesser of \$50 or the amount of money, property, labor or service obtained by the unauthorized user before notification of MFA Oil Company. If 10 or more cards are issued to employees of a single business or other organization, there is no limit to your liability for any unauthorized use that occurs before you notify MFA Oil Company as provided herein.

“Unauthorized use” means the use of a credit card by a person, other than the cardholder, who does not have actual, implied or apparent authority for such use, and from which the cardholder receives no benefit.

The information about the costs of the card described in this application is accurate as of December 31, 2011. This information may have changed after this date. To find out what may have changed, write to us at: Credit Department, MFA Oil Company, P.O. Box 519, Columbia, Missouri 65205.