

CREDIT APPLICATION

Location submitting application: _____

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



| | | |
|---|---|--|
| <input type="checkbox"/> INDIVIDUAL ACCOUNT Complete Parts 1, 4 and 5 if you are applying for an individual account in your own name and are relying on your income or assets and not the income or assets of another person as the basis for repayment of the credit required. | <input type="checkbox"/> JOINT ACCOUNT Complete Parts 1, 2, 4 and 5 if you are applying for a joint account and are relying on your income or assets AND the income or assets of the joint applicant as the basis for repayment of the credit required. | <input type="checkbox"/> BUSINESS ACCOUNT Complete Parts 3, 4, 5 and 6 and ATTACH CURRENT FINANCIAL STATEMENT. |
| ESTIMATED TOTAL MONTHLY PURCHASES: \$ | | |

PART 1 – COMPLETE FOR INDIVIDUAL OR JOINT ACCOUNT

| | | | | | |
|--|--|------------------|-------------------|---------------------|----------------|
| Last Name: | | First Name: | | Initial: | Date of Birth: |
| Street Address: | | | City, State, Zip: | | County: |
| Years at this address: | <input type="checkbox"/> Rent <input type="checkbox"/> Own | Monthly Payment: | | # of Dependents: | |
| Home Phone: | | Business Phone: | | Social Security No: | |
| Employer's Name (if self-employed, also complete Part 3): | | | | | |
| Employer's Street Address: | | | | City, State, Zip: | |
| Years employed: | Position: | | | Annual Salary: | |
| Other sources of income (other income, alimony, child support or separate maintenance income need not be reported if you do not wish to have it considered as a basis for repaying this obligation): | | | | | \$ |

PART 2 – COMPLETE FOR JOINT ACCOUNT

| | | | | | |
|---|--|------------------|-------------------|---------------------|----------------|
| Last Name: | | First Name: | | Initial: | Date of Birth: |
| Street Address: | | | City, State, Zip: | | County: |
| Years at this address: | <input type="checkbox"/> Rent <input type="checkbox"/> Own | Monthly Payment: | | # of Dependents: | |
| Home Phone: | | Business Phone: | | Social Security No: | |
| Employer's Name (if self-employed, also complete Part 3): | | | | | |
| Employer's Street Address: | | | | City, State, Zip: | |
| Years employed: | Position: | | | Annual Salary: | |

PART 3 – COMPLETE FOR BUSINESS ACCOUNT

| | | | | | |
|---|--------------------|-------------------------------------|-------------------|--|---------|
| 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 | | Tax ID or Social Security No: | | | |
| Your business premises: <input type="checkbox"/> Rent <input type="checkbox"/> Own | | If Rent, Landlord's Name & Address: | | | |
| Principle Operating Lender's Name & Address: | | | | | |

List all owners, partners or officers of Business:

| NAME, TITLE | ADDRESS | SOCIAL SECURITY NO. |
|-------------|---------|---------------------|
| | | |
| | | |
| | | |

ALL APPLICANTS NEED TO COMPLETE PARTS 4 AND 5 ON REVERSE. BUSINESS ACCOUNTS MUST ALSO COMPLETE PART 6.

PART 4 – BANKING & CREDIT REFERENCES

| | | |
|------------------|-------------------|-------------|
| Bank Name: | Contact: | Account No. |
| Address: | City, State, Zip: | Phone: |
| Creditor's Name: | Contact: | Account No. |
| Address: | City, State, Zip: | Phone: |
| Creditor's Name: | Contact: | Account No. |
| Address: | City, State, Zip: | Phone: |
| Creditor's Name: | Contact: | Account No. |
| Address: | City, State, Zip: | Phone: |

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

If yes, explain:

PART 5 – ACKNOWLEDGEMENT

On an approved application and consideration of the volume or method of delivery of the product purchased, credit will be extended through the end of next full month after a charge is incurred. The undersigned agrees that (a) on the Past Due Principal Balance, Interest will accrue as permitted under Missouri law and as a **FINANCE CHARGE** and not exceeding a periodic rate of 1 ½ % per month, which computed on a twelve month basis is an **ANNUAL PERCENTAGE RATE** of 18%, or (b) the minimum monthly **FINANCE CHARGE** will be 70 cents. Past Due Balance is determined by subtracting credits and payments from Previous Balance. Past Due Principal Balance is determined by subtracting previous unpaid **FINANCE CHARGES** from the Past Due Balance. **FINANCE CHARGES** are applied to the Past Due Principal 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, **FINANCE CHARGE** payments only, or time payments are allowed. 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) **FINANCE CHARGES** (b) Past Due Principal Balance (c) 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/MFA Petroleum 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 Past Due 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/MFA Petroleum Company's sole election, for the purpose of determining and enforcing MFA Oil Company's/MFA Petroleum Company's remedies under this Agreement and for any suit for 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/MFA Petroleum 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 future accounts that I/We, may hereinafter open with MFA Oil Company/MFA Petroleum Company including, but not limited to, those for fuel and propane. I/We warrant that the above Agreement has been carefully read and that it is understood by the same. Failure of MFA Oil Company/MFA Petroleum 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/MFA Petroleum Company's right to exercise such right or to demand strict compliance with any term, condition or covenant under the Agreement. I/We acknowledge and agree that MFA Oil Company/MFA Petroleum Company can terminate the terms of its offer to extend credit to Me/Us for future transactions at any time without notice. I/We may terminate My/Our participation in MFA Oil Company's/MFA Petroleum Company's credit program at any time by providing notice to: Credit Department, MFA Oil Company, PO Box 519, Columbia, MO 65205.

SIGNATURE FOR INDIVIDUAL OR JOINT ACCOUNTS:

| | | | |
|---------------------|------|------------------------|------|
| Applicant Signature | Date | Co-Applicant Signature | Date |
| Printed Name | | Printed Name | |

SIGNATURE FOR BUSINESS ACCOUNTS:

| | | |
|-------------------------|--------------|-------|
| Name of Business Entity | By | Title |
| | Printed Name | Date |

PART 6 – 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 | |

CREDIT APPLICATION DISCLOSURES
RETAIN FOR YOUR RECORDS

| | |
|---|--|
| ANNUAL PERCENTAGE RATE (APR) for purchases | 18% |
| Grace period for repayment of balances for purchases | 28-31 days |
| Minimum FINANCE CHARGE | \$0.70 for Past Due Balances of \$1.01 to \$46.66 |
| Return payment fee | \$15.00 |

Monthly Billing Information and Payment Terms

Credit will be extended only to the last day of the calendar month following statement date.

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 CHARGE payments only or time payments are allowed.

Grace Period

To avoid a FINANCE CHARGE, payment must be received on or before the last day of the calendar month following statement date.

Method of Computing Balance Due

Past Due Balance is determined by subtracting credits and payments from the Previous Balance. Past Due Principal Balance is determined by subtracting previous unpaid FINANCE CHARGES from the Past Due Balance. FINANCE CHARGES are applied to the Past Due Principal 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) FINANCE CHARGES; (b) Past Due Principal Balance; (c) 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.

Billing Rights Summary

In case of errors or questions about your bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper and mail it to: Credit Department, MFA Oil Company, P.O. Box 519, Columbia, MO 65205 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at (573) 442-0171 if you have any questions about your bill, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error

Billing Rights Summary (cont'd)

- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you still are obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Lost or Stolen Credit Cards

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

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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.

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.

"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.

Location submitting application: _____

Account #: _____



CARD ORDER FORM

See an MFA Oil Company representative for assistance completing form.

Name on Account: _____

SINGLE CARD (MAKE SELECTIONS BELOW)

Cards for Highway Use

| | Government Agency | All Products | Gasoline Only | Diesel Fuel Only | Odometer Feature | 4-Digit PIN# (Required) | # Cards |
|--|-------------------|--------------|---------------|------------------|--|-------------------------|---------|
| | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

List additional requirements on separate sheet.

Total # Highway Cards: _____

Cards for Non-Highway Use

| | Ag Use | Commercial Non-Hwy | Government Agency | All Products | Gasoline Only | Diesel Fuel Only | Odometer Feature | 4-Digit PIN# (Required) | # Cards |
|--|--------|--------------------|-------------------|--------------|---------------|------------------|--|-------------------------|---------|
| | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

List additional requirements on separate sheet.

Total # Non-Highway Cards: _____

DUAL CARD (MAKE SELECTIONS BELOW)

Vehicle Card Requirements

| Hwy Use | Ag Use | Commercial Non-Hwy | Government Agency | | Gasoline Only | Diesel Fuel Only | Odometer Feature | | # Cards | |
|---------|--------|--------------------|-------------------|--|---------------|------------------|------------------|--|--|--|
| | | | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

List additional requirements on separate sheet.

Total # Vehicle Cards: _____

Driver Card Requirements

| | All Products | Gasoline Only | Diesel Fuel Only | | 4-Digit PIN# (Required) | # Cards | |
|--|--------------|---------------|------------------|--|-------------------------|---------|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

List additional requirements on separate sheet.

Total # Driver Cards: _____

TAX EXEMPT PURCHASES

MFA Oil Company will charge all applicable State, Federal and local taxes on all products dispensed through the Petro-Card 24 system unless you are entitled to and are requesting tax exempt purchases through the Petro-Card 24 system. The appropriate exemption certificate(s) must be signed and submitted with this application and then renewed as required by law.

HOME OFFICE USE ONLY

| | | | |
|----|----|----|----|
| T= | T= | T= | T= |
| T= | T= | T= | T= |