

# WHITING ENERGY FUELS

300A King Street  
 P.O. Box 537  
 Northampton, MA 01061  
 584-3500

111 Lyman Street  
 P.O. Box 751  
 Holyoke, MA 01041  
 534-7397

## Credit Application

PLEASE PRINT		FIRST NAME	INITIAL	LAST NAME	AGE	# CHILDREN	SOCIAL SECURITY NUMBER
PRESENT ADDRESS (STREET. NO. AND NAME)			OWN RENT BOARD	HOW LONG	HOME TELEPHONE		
CITY	STATE	ZIP CODE	PREVIOUS ADDRESS		ZIP CODE	HOW LONG	
NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU						TELEPHONE	
EMPLOYER				BUSINESS ADDRESS			
POSITION			HOW LONG	MONTHLY SALARY		BUSINESS TELEPHONE	
PREVIOUS EMPLOYER			POSITION	HOW LONG	MONTHLY SALARY		
SOURCE AND AMOUNT OF OTHER INCOME (INCOME FROM ALIMONY, CHILD SUPPORT OR MAINTENANCE PAYMENT(S) MAY, BUT NEED NOT, BE REVEALED)							
BANK BRANCH				<input type="checkbox"/> CHECKING ACCT. NO. _____ <input type="checkbox"/> SAVINGS ACCT. NO. _____			
TRADE REFERENCES				ACCOUNT NUMBER		PRESENT BALANCE	
1. LAST OIL DEALER							
2. LAST LANDLORD							
3. BANK							
AUTOMOBILE FINANCED BY					ACCOUNT NUMBER		
NAME OF LANDLORD OR MORTGAGE HOLDER							
SPOUSE'S NAME			EMPLOYER		BUSINESS ADDRESS		
POSITION		HOW LONG	MONTHLY SALARY		BUSINESS TELEPHONE		SOCIAL SECURITY NUMBER
<b>NOTICE TO BUYER(S): A) DO NOT SIGN BEFORE YOU READ AGREEMENT PRINTED ON REVERSE SIDE. B) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND THE INFORMATION REGARDING YOUR RIGHTS TO DISPUTE ERRORS.</b>							
<b>BUYER(S) HEREBY ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS CREDIT AGREEMENT AND BILLING ERRORS.</b>							
<b>NOTICE:</b> I HEREBY AUTHORIZE YOU OR ANY CREDIT REPORTING AGENCY EMPLOYED BY YOU TO INVESTIGATE THE REFERENCE HEREIN LISTED OR ANY OF THE OTHER INFORMATION STATED ABOVE TO DETERMINE MY QUALIFICATIONS FOR A CREDIT ACCOUNT.							
BUYER'S SIGNATURE				DATE	BUYER'S SIGNATURE		DATE

## IN CASE OF ERRORS ABOUT YOUR BILL

The Federal Truth in Lending Act requires prompt correction of billing mistakes.

1. If you want to preserve your rights under the Act here's what to do if you think your bill is wrong or if you need more information about an item on your bill.
  - a. Do not write on the bill. On a separate sheet of paper write (you may telephone under inquiry but *doing so will not preserve your rights under this law*) the following:
    - I. Your name and Key number.
    - II. A description of the error and an explanation (to the extent you can explain) why you believe it is an error. If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the charges such as a copy of the charge slip. Do not send in your copy of a sales slip or other document unless you have a duplicate copy for your records.
    - III. The dollar amount of the suspected error.
    - IV. Any other information (such as your address) which you think will help us to identify you or the reason for your complaint or inquiry.
  - b. Send your billing error and notice to:

Whiting Energy Fuels  
P.O. Box 537  
300A King Street  
Northampton, MA 01060

Mail as soon as you can, but in any case, early enough to reach us within 60 days after the bill was mailed to you.

2. We must acknowledge all letters pointing out possible errors with 30 days of receipt, unless we are able to correct your bill during that 30 days within 90 days after receiving your letter, we must either correct the error or explain why we believe the bill was correct. Once we have explained the bill, we have no further obligation to you even though you still believe that there is an error, except as provided in paragraph 5 below.
3. After we have been notified neither we nor an attorney nor a collection agency may send you collection letters or take other collection action with respect to the amount in dispute, but periodic statements may be sent to you and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until we have answered your inquiry. *However, you remain obligated to pay the parts of your bill not in dispute.*
4. If it is determined that we have made a mistake on your bill you will not have to pay any finance charges on any disputed amount. If it turns out that we have not made an error, you may have to pay finance charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, we must send you a written notification of what you owe, and if it is determined that we did make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any late payment charges on the disputed amount can be charged to you.
5. If our explanation does not satisfy you and you notify us *in writing* within 10 days after you receive our explanation that you still refuse to pay the disputed amount, we may report you to credit bureaus and other creditors and may pursue regular collection procedures. But we must also report that you think you do not owe the money, and we must let you know to whom such reports were made. Once the matter has been settled between you and us, we must notify those to whom we reported you as delinquent of the subsequent resolution.
6. If we do not follow these rules, we are not allowed to collect the first \$50 of the disputed amount, even if the bill turns out to be correct.  
"Massachusetts law allows you to make billing inquiries after the end of the 60 day period referred to in paragraph 1b of the above disclosure under The Federal Truth in Lending Act. However, you should note that reliance upon the longer time period available under Massachusetts Law may result in your losing important rights under which would be prevented by acting more promptly under Federal Law."  
"If you ever believe that there has been an error made in connection with your account you should mail a written notice of that fact to us, according the following":

1. Direct our attention to the amount you believe to be in error on the billing statement.

2. Indicate the amount by which the amount shown on the statement is greater or less than the sum you believe to be owing.
3. State the reason you believe that an error has occurred.
4. Mail to: Whiting Energy Corporation  
P.O. Box 537  
300A King Street  
Northampton, MA 01060

"After receiving you notice we shall:

1. within 14 days of its receipt, acknowledge in writing that we have received your notice;
2. within 30 days of its receipt, request from you in writing any additional information needed concerning the disputed amount;
3. within 60 days following our receipt of your notice (excluding the time spent obtaining any additional information we may request), either make appropriate correction in your account where there has been an error and notify you of the nature of the correction (which will appear on a subsequent statement), or send you a written explanation stating the reasons why we believe the account was correctly stated.

## CREDIT AGREEMENT TERMS

Your signature(s) on this Credit Agreement mean(s) that you agree to the following terms of this account with Whiting Energy Corporation. Upon our approval of your application, all purchases made by you of services and goods of Whiting Energy Corporation shall be governed by the applicable terms as set forth below:

Your purchases of services and goods will be billed monthly, said bills to be sent at the beginning of each month. When you receive a statement which shows that a payment is due, you may pay the entire "New Balance" or any lesser amount, but you must do so before the first of the next month.

You can avoid a **FINANCE CHARGE** if you pay your entire "New Balance" before the first day of the next month. If you pay a lesser amount, we may assess a **FINANCE CHARGE**.

Your **FINANCE CHARGE** is based upon the balance outstanding from the billing statement you received in the previous month. The balance outstanding of the previous month's billing is determined by subtracting payments and credits from the previous month's balance excluding any purchases added to the account after the date of the previous month's billing. No **FINANCE CHARGE** will be assessed: (a) in a monthly billing period during which there was no previous balance; (b) in a monthly billing period during which payments and/or credits equal or exceed the previous balance; or (c) on purchases made during the monthly billing period in which they are added to the account.

The **FINANCE CHARGE** will be an amount determined as follows:

<b>OVERDUE BALANCE</b>	<b>ALL</b>
<b>PERIODIC RATE</b>	1.5% per month
<b>ANNUAL</b>	
<b>PERCENTAGE RATE</b>	18%

If you are applying for a Joint Account, both you and your co-applicant agree to be bound by the terms of this agreement, and each of you agree to be jointly and severally liable for payment of all purchases made under this agreement.

We may investigate your credit record and furnish information concerning your credit file to consumer reporting agencies and other who may properly receive that information.

In consideration of favorable action on this application and the granting to me of credit, I as customer agree to pay in full before the first of the next month after the month of my billing statement the full balance as shown on the billing statements.

In the event of failure of the customer to make payments, and in the event that collection of the account becomes necessary, the customer agrees to pay the reasonable attorney's fees and court costs incurred by Whiting Oil Corporation in connection with collecting on the account.

Whiting Oil Corporation is authorized at any time to reduce the credit limit or to terminate the account and cancel the customer's account.

Notice to Applicant: Do not sign this agreement before you read it, or if it contains any blanks spaces.