

NORTON METALS *division of JMS Russel Metals Corp.*

1350 Lawson Road Fort Worth, TX 76131-2723 Phone: 817.232.0404

Norton Metals has been in business since 1952.

We sell a variety of quality steel products to many industries. We look forward to supplying your metal requirements.

- Our credit forms are attached. Please email, fax, or mail the completed forms to us.
 - **EMAIL** credit@nortonmetals.com
 - **FAX** 817-306-8855
 - **MAIL** 1350 Lawson Road Fort Worth, TX 76131-2723

- After we receive the forms, we will begin our credit review. Please allow at least five to ten business days for the processing of your application.

- You may omit the bank information and credit references on our credit application if you attach your own information sheet with credit references and bank information.

- All purchases are taxable unless we have a completed Texas Sales Tax Resale or Exemption Certificate from you. If you need a sales tax certificate, please contact the credit department. See the contact information above.

- Norton Metals reserves the right to open and to keep open an account based on its corporate credit criteria. An application for credit does not guarantee getting or keeping an open account. The terms of sale are noted on each invoice. All sales are subject to the terms and conditions of Norton Metals.

- Orders may be held or the account is subject to being closed if invoices are not paid within terms.

Thank you for the opportunity to serve you.

Individual Corporation Sole Proprietor Partnership Other: **Government**

Company's Legal Name Montague County Land Phone (940) 894-2565
 Assumed (d.b.a.) Name _____ Cell Phone _____
 Name of Parent Company _____ D&B No _____
 A/P Contact Jennifer Fenoglio A/P Phone (940) 894-2161
 A/P Email j.fenoglio@co.montague.tx.us A/P Fax No. _____
 Mailing Address (including city, state, ZIP) P.O. Box 416, Montague, Tx 76251
 Shipping Address (including city, state, ZIP) _____
 Email address for invoice delivery: commissioners@co.montague.tx.us
 Nature of Business: _____ Date Business Started: _____
 Annual Sales (approx.): \$ _____ No. of Employees (approx.): _____ Are PO's Required? _____

BANK INFORMATION

Bank Name: Legend Bank
 Account #: _____ Officer Name: Traci Robertson
 Email: traci.robertson@Legend-bank.com Phone: (940) 872-2221 Fax: _____

NAMES OF ALL OFFICERS, PARTNERS, OR PROPRIETOR: (Attach list if more than three)

Name: Kevin Benton Title: County Judge
 Name: Bob Langford Title: County Commissioner Pct.4
 Name: Jennifer Fenoglio Title: County Treasurer

TRADE CREDIT REFERENCES: (List all major steel suppliers first) Important: MUST HAVE FAX #/EMAIL

Supplier Name	City & State	Phone Number	FAX #/Email
Luke's Ace Hardware	Nocona, Tx	(940) 825-3750	acemuenster@yahoo.com
Cooke County Crushed Stone	Muenster, Tx	(940) 759-4104	ddenton85@gmail.com
RDO Equipment Co.	Fort Worth, Tx	(877) 334-8014	RDOAR@rdoequipment.com

TERMS AND CONDITIONS AND ACKNOWLEDGEMENT

The applicant acknowledges and agrees that all sales are on and subject to Norton Metals/Russel Metals terms and conditions of sale which the applicant has reviewed and are available at http://www.russelmetals.com/en/Tools/Pages/Terms_and_Conditions.aspx. Terms of sale call for payment in full of all accounts thirty (30) days from date of invoice unless otherwise specified, in writing, by the Seller. Default of payment will result in a 11/2% monthly interest charge (18% per annum) on all past due amounts. In the event of an N.S.F. check, a \$50.00 fee will be charged. Materials will not be accepted for returns unless authorized by the Seller.

AGREEMENT

In consideration of selling steel related products and services, the purchaser hereby grants as security for credit terms, a Purchase Money Security Interest in all steel related products and services sold to the Purchaser and Security Interest in the balance of all the personal property which is in, or will be in the possession of the Purchaser and its agent. Russel Metals Inc, shall have all remedies available under the Uniform Commercial Code and all other applicable legislation which includes the right to enforce remedies in accordance with applicable law as a secured party.

PRIVACY POLICY AND CONSENT

I acknowledge that you may collect personal information from me, as defined by the Personal Information Protection and Electronics Documents Act or other legislation. I also acknowledge that I am aware of Russel Metals Inc's Privacy Policy and its Statement for Customers, as located on its website at www.russelmetals.com; which documents are available for downloading for my information.

SIGNATURES

The applicant consents to the obtaining of credit information including banking information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof. The undersigned certifies the information given in the Application is warranted to be true and correct.

Authorized Signature:  Title: County Judge
 Printed Name: Kevin L. Benton Date: 4-9-21

MUST BE SIGNED BY AN OFFICER OF THE APPLICANT, IF THE APPLICANT IS A CORPORATION.

PERSONAL GUARANTY

- IN CONSIDERATION OF Norton Metals division of JMS Russel Metals Corp. (hereinafter "Creditor") extending credit to Montague Warranty (hereinafter "Customer"), the undersigned, (hereinafter "Guarantor") does hereby personally and if more than one, jointly and severally, guarantee unconditional, full and prompt payment by the Customer to the Creditor for all merchandise which has heretofore been and/or hereafter is purchased by the Customer, and for any other expense incidental to said transactions, including reasonable attorney fees and collection costs and surcharges due under any invoices issued by Creditor. The Guarantor further agrees that, on failure of the customer to pay for such purchases upon maturity of the invoices therefore, said Guarantor shall immediately pay the amounts thereof, and the additional charges and expenses enumerated above, together with interest, at the maximum legal rate from maturity of each invoice to the date of payment.
- This is a guarantee of payment. The Creditor shall not be required first to exhaust or pursue any remedy it may have against the Customer.
- This guarantee shall be a continuing one and shall remain in full force and effect until written notice, canceling same, shall be sent by the Guarantor to the Creditor by registered mail, return receipt requested, and received by the Creditor at its offices. Upon such cancellation, the Guarantor shall remain liable for all goods theretofore shipped and for all goods theretofore ordered, although not shipped until after such cancellation.
- The Guarantor hereby waives notice of (i) the acceptance of this guaranty by the Creditor, (ii) of any transactions with the Customer, (iii) of any changes of the terms, any extension of time, any extension of credit to Customer, and (iv) of any non-payment or defaults by Customer.
- The Guarantor waives any right of set-off, recoupment or counterclaim, that he or she may possess against Creditor or which Guarantor may have against Customer. The Guarantor waives any right of subrogation against Customer of the Claim(s) of Creditor.
- In any suit brought on this guaranty, Creditor shall only be required to establish the amount due to it from said Customer, and the books and records of the Creditor, when so proved, shall be conclusive evidence of the obligation of both the Customer and the undersigned.
- The designation of "Guarantor" as contained herein, includes multiple guarantors, and when the document is signed by more than one person as guarantor, shall be construed as binding on all guarantors jointly and severally. THIS IS AN INDIVIDUAL GUARANTY AND ALL GUARANTORS, WHETHER ONE OR SEVERAL, SHALL BE PERSONALLY AND INDIVIDUALLY LIABLE, IRRESPECTIVE OF ANY DESIGNATION OF TITLE OR POSITION IN ANY WAY APPENDED TO THEIR SIGNATURE HEREON.
- This guaranty shall be construed pursuant to the laws of the State of Texas.

THIS IS A PERSONAL GUARANTY - SEE PARAGRAPH 7

WITNESS:

Signature: Angelia Richardson
 Printed Name: Angelia Richardson
 Date: September 9, 2024

GUARANTOR(S):

Signature: Kevin L. Benton
 Printed Name: Kevin L. Benton
 Address: P.O. Box 475, Montague, TX 76251
 Social Security #: EEA 75-6001078
 Date: September 9, 2024

WITNESS:

Signature: _____
 Printed Name: _____
 Date: _____

GUARANTOR(S):

Signature: _____
 Printed Name: _____
 Address: _____
 Social Security #: _____
 Date: _____

NOTE: All Partners or Shareholders of Customer should sign

BANK REFERENCE REQUEST

Bank information: Name: Legend Bank
Contact name: Traci Robertson Phone: (940) 872-2221
Email: traci.robertson@Legend-bank.com FAX: _____

Customer Name: _____

NOTE TO BANK FROM NORTON METALS:

The name of your financial institution has been given as a reference by the customer listed above. We would appreciate your assistance in providing the following information. **All information provided will be held in strict confidence.**

ACCOUNT INFORMATION:

Date Account Opened: _____ Account Active? YES NO
Current Account Balance \$ _____ Average Daily Balance \$ _____
NSF Checks?: YES NO How many?: _____ How recent?: _____ Total NSF Amt. _____

LOAN HISTORY

Loan # _____ Type of Loan _____ Loan Active? YES NO
Is loan secured? YES NO Type of Security _____
Original Loan Amount _____ Present Balance _____
Monthly Payment Amount \$ _____ Payment Terms on Acct. _____ Net Days _____
Past Due Amount \$ _____ Days Past Due 1-30 31-60 61+

COMMENTS _____

Signature and Title _____ Date _____

PLEASE FAX THE COMPLETED FORM TO: 817.306.8855 or email to credit@nortonmetals.com

Thank you for your help

I authorize the release of this information to Norton Metals.


Signature

Kevin L. Benton
Printed Name

9-9-24
Date