



6500 Meyer Way, Ste. 130, McKinney, TX 75070
PHONE 214-239-4721 FAX 214-239-4805

RETURN TO: ADMIN@PKSTONELLC.COM

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Legal Business Name: Montague County		DBA <small>DOING BUSINESS AS</small> (If Applicable):	
Phone: (940) 894-2161	Fax:	E-mail: j.fenoglio@co.montague.tx.us	
Physical Company Address: 11339 State Hwy 59 N			
City: Montague		State: Tx	ZIP Code: 76251
Mailing Address: P.O. Box 416			
City: Montague		State: Tx	ZIP Code: 76251
Date Business Commenced:		Amount of Credit Requested:	
Sole Proprietorship:	Partnership:	Corporation:	Other: Government

NAME OF OWNERS OR OFFICERS

Name: Kevin Benton	Name:		
Title: County Judge	Title:		
Address: 11339 State Hwy 59 N, Montague, Tx 76251	Address:		
Email:	Email:		
Cell Phone: (940) 894-2401	SSN:	Cell Phone:	SSN:

BANKING REFERENCE

Bank Name: Legend Bank		
Bank Address: 101 W Tarrant St.	Phone: (940) 872-2221	
City: Bowie	State: Tx	ZIP Code: 76230
Contact Person: Traci Robertson	Contact Phone:	
Contact Email:	Contact Fax:	
Type of Account:	Account Number:	
Savings		
Checking		

BUSINESS/TRADE REFERENCES

Company Name: P&K Stone		
Address: 6500 Meyer Way, Ste.130		
City: McKinney	State: Tx	ZIP Code: 75070
Phone: (214) 239-4721	Fax:	E-mail:
Type of Account:		
Company Name: Cooke County Crushed Stone		
Address: 8416 US 82		
City: Muenster	State: Tx	ZIP Code: 76252
Phone: (940) 759-4104	Fax:	E-mail: ddenton85@gmail.com
Type of Account:		
Company Name:		

ALB 12-8-25
Initial and Date

Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of Account:			
CREDIT APPLICATION TERMS			
<p>The Purchaser hereby certifies that all information provided is true and correct. By signing this application for credit below, the Purchaser and all guarantors authorize P&K Stone, LLC. ("Seller") to request one or more credit or investigative reports regarding their respective commercial and personal credit history before extending credit now or at any time in the future. The Purchaser understands that the submittal of this Application does not constitute a credit account until approved by the Seller. The Seller may, at any time, modify the limits of open credit extended to the Purchaser and the terms and conditions upon which credit is extended, request an updated application, or terminate the credit account all-together. Further, by signing below, the Purchaser states they have received, read, and agree to the Terms and Conditions provided herein.</p>			

Name of Authorized Officer/Owner: Kevin Benton Date: 12/8/2025

Title: County Judge Signature: [Signature]

Name of Authorized Officer/Owner: _____ Date: _____

Title: _____ Signature: _____

Initial and Date each additional page of this Application

[Signature] 12-8-25
Initial and Date



GENERAL TERMS AND CONDITIONS OF SALE OF P&K STONE, LLC.

1. ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS.

Unless specifically agreed upon in writing, upon signing this application for credit, the Purchaser explicitly agrees to these Terms and Conditions of Sale set forth herein. These Terms and Conditions shall govern any and all transactions between the Purchaser and P&K Stone, LLC. ("Seller"). The following Terms and Conditions, together with those contained in the applicable Seller's Quote, Purchase Order, Contract, or Invoice, shall constitute the entire agreement for the purchase and sale of the Seller's Goods. Any acceptance by Seller contained herein is made expressly conditional upon Purchaser's agreement to these Terms and Conditions. Such agreement, by Purchaser, shall be deemed to occur upon the Purchaser's execution and the Seller's approval of the Application for Credit. Additionally, any terms and conditions contained in Purchaser's solicitation for bid or quotation, purchase order, or other documents, which are different from, or in addition to, these Terms and Conditions, shall not be binding upon Seller, and Seller hereby specifically objects to such Purchaser's terms and conditions. Any modifications to these Terms and Conditions, whether spoken or written, will not be considered binding unless they are documented in writing and signed by an authorized representative of the Seller.

2. PAYMENT TERMS

PAYMENT TERMS ARE NET 30 FROM DATE OF INVOICE. Purchaser agrees to pay the full invoice amount for all purchases made from the Seller promptly according to the Terms and Conditions specified herein and on each invoice. If the total invoice amount is not paid in full by the due date, the Purchaser will incur interest on the outstanding balance. This interest will be calculated at a rate of one and a half percent (1.5%) per month or the maximum allowed by law. If the Purchaser fails to meet any obligations under this Agreement, or if the Seller reasonably believes that the ability to receive payment is at risk, or if any other default occurs as outlined in this Agreement, the Seller may, at its discretion and without notice, declare the entire unpaid balance immediately due and payable, terminate the Purchaser's credit account, or take both actions. The Purchaser agrees to cover all costs, interest, and expenses incurred by the Seller in collecting any outstanding balances, including collection agency or attorney and court fees as well as all interest incurred on such amount.

- a) The Purchaser agrees to pay the Seller for Goods provided at designated prices. All invoices tendered by the Seller will be deemed accurate and conclusive unless given written notice of any discrepancy within seven (7) days of receipt. All payments by Purchaser may be applied against open invoices at the sole discretion of the Seller.
- b) Seller's pricing presented on general price lists or specifically quoted are subject to change or escalation at any time without notice. All quotations expire and are invalid, if not accepted, within thirty (30) days from the date of issue. Any price extensions are made for the convenience of the Purchaser, and they, along with any mathematical or clerical errors, are not binding on the Seller.
- c) Any taxes imposed on the Goods or transportation costs related to them, which must be paid or collected by the Seller, will be added to the purchase price stated in any proposal and shown thusly on all invoices. It is the Purchaser's responsibility to provide valid exemption documentation to the Seller from the appropriate taxing authority at or before the delivery of goods if they wish to be exempt from sales tax liability.
- d) Checks in payment for Goods that are not honored by the bank upon which drawn may be subject to such charges as may be assessed in connection therewith under the laws of the State of Texas or in the sole discretion of Seller's bank. If Seller's bank should charge a fee as independent consideration for the additional work required, the fee shall be passed on by Seller to Purchaser for payment. The parties agree that this fee is not to be deemed and is not interest for the purposes of determining usury.
- e) Purchaser shall provide Seller with a completed Project Information Sheet prior to the purchase of Goods for the purpose of filing preliminary notices, liens, or claims on payment bonds.
- f) To secure payment of outstanding balances, Purchaser hereby grants Seller a continuing security interest in all of Purchaser's assets including but not limited to inventories, equipment, tangible commercial and personal property, accounts receivables, cash money, and general intangibles. Seller's security interest shall be limited to the outstanding amount owed plus any additional fees incurred by Seller.

3. DELIVERY

Delivery of the Goods depends on the acceptance date of the quote and the Seller's ability to obtain necessary materials. The Seller is not liable for delays or failures due to circumstances beyond their control, such as natural disasters, labor disputes, supply shortages, or legal orders, as well as any actions by the Purchaser or their representatives. Unless otherwise stated, delivery is F.O.B. Seller's plant, with title and risk of loss transferring when the Goods are loaded onto transportation. The Seller is not responsible for any issues that arise during delivery. If the Purchaser requests Seller to handle delivery, third-party carriers will be used. The Seller will make reasonable efforts to meet the Purchaser's schedule, and the Purchaser releases claims for delays. Changes to an agreed schedule require Seller's written consent. The Purchaser agrees to accept delivery as specified and acknowledges that the Seller's measurement units will prevail in case

ALB 12-8-25
Initial and Date



of discrepancies. The Purchaser is responsible for any detention or delay charges not caused by the Seller, including charges for trucks held over thirty (30) minutes. Repeated unloading delays may result in suspended deliveries. Goods ordered in error or excess cannot be returned for credit and will be charged as delivered.

4. INSURANCE

For truck shipments arranged by the Purchaser, a certificate of insurance must be provided to the Seller before any sale. This certificate should show that the Purchaser has insurance covering their transportation equipment or that of their third-party carrier while on Seller's premises, including Commercial General Liability and Automobile Liability with limits of at least \$1 million each, Workmen's Compensation Insurance as required by state law, and Employer's Liability insurance of no less than \$1 million. The policies must name the Seller as additional insureds on a primary and non-contributory basis to Seller's insurance and include a waiver of subrogation in favor of Seller where allowed by law. The Purchaser agrees to assist with obtaining necessary certificates and ensure that all carriers comply with Seller's safety requirements while on the premises, as entry is contingent upon such compliance.

5. DEFECTIVE MATERIAL

If the Purchaser and Seller have agreed to specifications of Goods in writing, the Purchaser may reject Goods upon delivery if they do not meet those exact specifications. However, the Purchaser must notify the Seller of the rejection within five (5) days of delivery and allow the Seller a reasonable time to cure. If no written agreement exists, all Goods are considered sold "as is." Goods may only be returned to the Seller with prior written authorization.

6. WARRANTY

The Seller provides no warranties, either express or implied, and specifically disclaims any warranty of merchantability or fitness for a particular purpose regarding any products sold to the Purchaser unless agreed upon by Seller in writing. Any defects arising from improper use, design, installation, or maintenance will void all warranties, whether expressed or implied. It is agreed that the Company's liability for any damages is limited to the invoice price of the materials found to be defective or non-conforming.

7. LIABILITY

Seller's liability arising out of or related to Goods sold to Purchaser, whether in contract, tort, indemnity, strict liability, or any other legal theory, shall in no event exceed the price of the purchase or portion of such purchase on which such liability is based, and Purchaser waives any claim in excess of that amount. In no event shall the Seller be liable for lost profits, indirect, special, incidental, or consequential damages, losses or expenses, directly or indirectly arising from the purchase, handling, use of the Goods, or from any other cause or breach including but not limited to breach of warranty or negligence.

8. INDEMNITY

Except for cases involving the Seller's gross negligence or willful misconduct, the Purchaser agrees to indemnify, defend, and hold harmless the Seller, along with its officers, agents, and employees, from any claims, damages, liabilities, actions, losses, costs, and expenses, including attorney's fees, that arise from the delivery or use of the Goods. This includes claims made by the end user of the Goods.

9. APPLICABLE LAW

Any legal action or proceeding with respect to Purchaser may be brought in the appropriate state or federal court of Collin County, Texas. Purchaser hereby accepts, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts. Purchaser further waives any objection to the venue of any action or proceeding in any such court in Collin County and waives any right to trial by jury therein. Nothing herein shall affect the right of the Seller to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Purchaser in any other jurisdiction.

FEDERAL EQUAL CREDIT OPPORTUNITY ACT: If your application for credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain such statement, please contact P&K Stone, LLC's credit manager at the above-identified address within sixty (60) days of the date you are notified of its decision. P&K Stone, LLC will send a written statement of the reason(s) for the denial within thirty (30) days of receiving your request for such statement.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington DC 20580.

KYB 12-8-85
Initial and Date



PERSONAL GUARANTY

To induce P&K Stone, LLC. ("Seller") to grant or continue to extend credit, the undersigned Guarantor(s) hereby unconditionally and jointly guarantee the timely payment of any indebtedness of the Purchaser to the Seller, including any costs, expenses, interest, and attorneys' fees incurred as a consequence of the collection efforts of the Seller, whether currently existing or incurred in the future. The Guarantor(s) waive any notifications related to the credit agreement or this Guaranty. This Guaranty is absolute, unconditional, and will remain in effect until the Credit Account is terminated and all amounts owed are paid in full. The use of titles shall in no way be deemed to limit the personal guaranty, and any change in ownership interest or relationship of Guarantor(s) to the Purchaser shall not relieve the Guarantor of obligations under this personal guaranty. The Guarantor(s) acknowledge that if the Purchaser fails to make payments as agreed, the Seller may report the Guarantor(s)' liability and the status of amounts owed to credit bureaus and other authorized parties. The Guarantor(s) also understand that their personal credit may be considered in making credit decisions for the Purchaser, and the Seller, or its' assignees, may obtain consumer reports and other credit inquiries as needed in connection with the credit extension.

GUARANTOR(S) SIGNATURE:

Name Printed: N/A

Name Printed: _____

Home Address: _____

Home Address: _____

City: _____

City: _____

State: _____

State: _____

Date of Birth: _____

Date of Birth: _____

SSN: _____

SSN: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

Bank Name: _____

Bank Name: _____

Bank Address: _____

Bank Address: _____

Bank Contact Name: _____

Bank Contact Name: _____

Bank Phone: _____


Bank Phone: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

 12-8-25
Initial and Date



CREDIT APPLICATION ADDITIONAL INFORMATION

In addition to the completed Credit Application please provide the following information:

- Completed Project Information Sheet
- Signed and dated W-9
- Certificate of Liability Insurance
- Tax Resale/Exemption Certificate if Applicable

Please provide the contact information for your accounts payable department.

AP Contact: Jennifer Essary

AP Phone: (940) 894-2565

AP Email: j.essary@co.montague.tx.us

 12-8-25
Initial and Date



Submit Job Sheet to: sserano@pkstonellc.com

Job Information Sheet

Customer Name: N/A

Date:

Job #:

Job Name:

Location:

Material:

Name, location, legal description of Job:

☐ Bonded Job

☐ Non-Bonded Job

☐ Taxable

☐ Non Taxable

Sub-contractor Information:

Phone:

Contact:

General Contractor Information:

Phone:

Contact:

Owner Information:

Phone:

Contact:

Bond Company Information:

Bond#

Phone:

Contact:

Material to be picked up:

Estimated Amount of Material:

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency MONTAGUE COUNTY	
Address (Street & number, P.O. Box or Route number) P O BOX 186	Phone (Area code and number) 940-894-2161
City, State, ZIP code MONTAGUE TX 76251	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **P&K Stone LLC**

Street address: **6500 Meyer Way, Suite 130** City, State, ZIP code: **McKinney, TX 75070**

Description of items to be purchased or on the attached order or invoice:

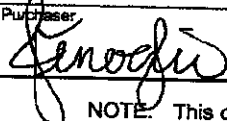
ROCK SAND AND AGGREGATE MATERIALS

Purchaser claims this exemption for the following reason:

COUNTY GOVERNMENT

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here 	Title TREASURER	Date 11/25/2025
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) MONTAGUE COUNTY		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) COUNTY GOVERNMENT	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) C (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions. P O BOX 186	Requester's name and address (optional) P&K STONE 6500 MEYER WAY, STE 130 MCKINNEY TX 75070	
	6 City, state, and ZIP code MONTAGUE TX 76251		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
7	5	-	6	0	0	1	0	7 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person Kennedy, Treasurer	Date 11/25/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Certificate of Liability Coverage

P.O. Box 2131 | Austin, Texas 78768 | (512) 478-8753

Issue Date: 11/25/2025

The Texas Association of Counties Risk Management Pool (Pool) is created by Chapter 119 of the Local Government Code to enable each county or county related governmental entity to provide self-insurance coverage against liability claims. The specified member participates in this Pool under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

Montague County PO Box 475 Montague, TX 76251-0475	P&K Stone, LLC 6500 Meyer Way, Ste 130 McKinney, TX 75070
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This certificate is issued as a matter of information only and presents no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed for the period(s) indicated below, but should coverage be cancelled before expiration date, notice will be delivered in accordance with the provisions within the coverage document or inter-local agreement. Coverage provided by the Pool described on this certificate is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool.

GENERAL LIABILITY Effective Date: 03/01/2025 Expiration Date: 03/01/2026	Bodily Injury (per person)	\$100,000
	Bodily Injury (per occurrence)	\$300,000
	Property Damage (per occurrence)	\$100,000
	Medical Expense (per person)	\$5,000
	Damage to Rented Premises (per occurrence)	\$100,000

Proof of General Liability

Authorized Representative

Michael Shannon
Director, Risk Management Services
Texas Association of Counties