

Notes:

Page 1: Fill out information completely

Page 2: Fill in Borrower information, credit limit requested, initial all articles

Page 3: Initial all articles, complete signatures required



Credit Application/Agreement

I/we understand that all orders will be paid for by the date shown on the corresponding invoice. Discount is allowable as shown on each invoice, and if not paid on or before said date, is then delinquent. I/we agree to pay any and all legal service charges added on to past due invoices.

Business Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone 1: _____ Phone 2: _____ Fax: _____

Description of business: _____

Email address: _____ Accounting email: _____

Federal ID #: _____ Dun & Bradstreet #: _____

Name of Principal (1): _____ SSN: _____

Home address: _____ Phone: _____

Name of Principal (2): _____ SSN: _____

Home address: _____ Phone: _____

Name of Principal (3): _____ SSN: _____

Home address: _____ Phone: _____

Bank Reference:

Bank Name: _____ Account #: _____

Contact Name: _____ Phone: _____

Trade References:

Company (1): _____ Account #: _____

Phone 1: _____ Phone 2: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

Company (2): _____ Account #: _____

Phone 1: _____ Phone 2: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

Company (3): _____ Account #: _____

Phone 1: _____ Phone 2: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____



Credit and Security Agreement
Terms and Conditions

THIS CREDIT AND SECURITY AGREEMENT (Agreement), dated _____, 20____ by and among _____ (“Borrower”) and **TRITON STONE GROUP OF NEW ORLEANS, L.L.C.**, a Louisiana limited liability company, (“Lender/Secured Party”), hereby agrees to the following.

RECITALS

Borrower has requested that Lender/Secured Party make available to Borrower the certain credit as described herein. In consideration of credit to be extended to the undersigned Borrower, the following terms and conditions are hereby agreed to:

AGREEMENT

Article 1: Financing Conditions.
Section 1.1 Credit Limit.

On the terms and subject to the conditions set forth herein, the Lender/Secured Party agrees to extend credit for certain materials and supplies as described in any related invoice, work order, bill of lading, receiving form, or any other related document or sale, to the Borrower as set forth herein up to the amount of \$ _____ (“Credit Limit”) at any given time, subject to the right of Lender/Secured party to extend this limit at any time, in Lender/Secured Party’s discretion, without notice to or the consent of Borrower.

Section 1.2 Payment Obligation

The credit extended to the Borrower must be repaid, in full, as invoiced on a monthly basis. Unless otherwise provided for by written agreement signed by both parties, all accounts shall be due and payable to Triton Stone Group of New Orleans, LLC not later than 30 days following the date of sale as shown on individual invoices or other relevant billing documentation. Any discounts, prices, sales terms and conditions or any other terms will be reflected in writing on the face of the invoice and are incorporated herein by reference.

Section 1.3 Interest .

The accrual of interest commences on the date the invoice becomes due in accordance with the terms of each individual invoice . All balances which remain unpaid for a period of thirty (30) days shall be subject to a finance charge consisting of interest due on the balance remaining due on each invoice until paid in full at a rate of 15% per annum compounded daily. Payments shall be applied to accrued interest and then to the remaining principal balance due on each invoice.

Article 2: Grant of Security Interest.

Collateral. In consideration of Lender/Secured Party’s extension of financing pursuant to this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to Lender/Secured Party, for the benefit of Lender/Secured Party, a first superior continuing security interest in all of Borrower estate, right, title and interest in and to the Collateral, wherever located and whether now existing or hereafter arising or acquired, together with all increases, substitutions, replacements, attachments, accessions and additions to any of the foregoing, and all products and proceeds of any of the foregoing, and rents, offspring, revenues and profits therefrom, including, without limitation, the proceeds of any insurance policies (whether or not Secured Party is the loss payee thereof) and under any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the following:

And any and all of Borrower’s other machinery, equipment, supplies, furniture, furnishings and fixtures, of every type and description, whether now owned or hereafter acquired, and all accessories, attachments, accessions, substitutions, replacements and additions thereto, whether added now or later, and all proceeds derived or to be derived there from, including without limitation, any equipment purchased with proceeds, and all insurance proceeds and refunds of insurance premiums, if any, and any sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement or other process, and any and all present and future accounts, chattel paper, instruments, notes and monies that may be derived from the sale, lease or other disposition of any of the foregoing, and any rights of Borrower to collect or enforce payment thereof, as well as to enforce any guaranties of the foregoing and security there for, and all present and future general intangibles of Borrower in any way related or pertaining to the ownership, operation, or use of the foregoing, and all rights of Borrower with regard thereto (collectively the “Collateral”).

Where applicable, and to the extent not otherwise defined herein, all terms used herein shall have the same meaning as set forth in the Uniform Commercial Code in effect in the State of Louisiana, as amended from time to time (the “UCC”).

Any of the foregoing terms which are defined in the UCC shall have the meaning provided in the UCC, as amended and in effect from time to time, as supplemented and expanded by the foregoing. For avoidance of doubt, it is expressly understood and agreed that, to the extent the UCC is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties hereto desire that any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such amendment or revision of the UCC. Notwithstanding the immediately preceding sentence, the foregoing grant is intended to apply immediately on the date hereof to all Collateral to the fullest extent permitted by applicable law regardless of whether any particular item of Collateral is currently subject to the UCC.

The security interests granted herein shall be as security only and shall not subject Lender/Secured Party to, or transfer to Lender/Secured Party, or in any way affect or modify, any obligation or liability of Borrower with respect to any of the Collateral or any transaction in connection therewith. Borrower will perform and comply in all material respects with all of its obligations in respect of the Collateral, including, without limitation, accounts, contracts, leases and other general intangibles, and the exercise by Lender/Secured Party of any of its rights hereunder shall not release Grantor from any of its duties or obligations. Lender/Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall Lender/Secured Party be obligated to perform any of the obligations or duties of Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.



Article 3: Default

The occurrence of any of the following conditions and/or events, whether voluntary or involuntary, by operation of law or otherwise, shall constitute a default:

- (1) If the Borrower fails to pay when due any invoice or other document of sale or rendition of service under this Agreement or any other amount payable under this Agreement or otherwise as described herein;
- (2) If the Borrower fails to provide, within 5 days of request by Lender/Secured Party information related to Borrower's financial condition or credit worthiness ; or
- (3) If, at any time, Borrower files for bankruptcy, credit becomes unworthy, or is otherwise deemed unable to maintain the extended credit, in the sole discretion of Lender/Secured Party..

If Borrower is in default, then the entire amount owed by Borrower to Lender/Secured Party shall, without demand or notice of default, the same being expressly waived by Borrower, become immediately due at the time of the default, and Lender/Secured Party shall be authorized to exercise all available remedies provided herein or as allowed by law to enforce Borrower's obligations to Lender/Secured Party, Borrower hereby confessing judgment in favor of Lender/Secured Party for the full amount due Lender/Secured Party at such time as Lender/Secured party exercises the remedies provided for herein..

Article 4: Waivers.

Except as otherwise provided for in this Agreement and to the fullest extent permitted by applicable law, each Borrower waives: presentment, demand and protest, and notice of presentment, dishonor, intent to accelerate, acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all settlement, extension or renewal of any or all Agreement, the Notes or any other notes, commercial paper, accounts, contracts, documents, Instruments, Chattel Paper and Guarantees at any time held by Lenders on which any Borrower may in any way be liable, and hereby ratifies and confirms whatever Lenders may do in this regard.

Article 5: GOVERNING LAW; SUBMISSION TO JURISDICTION

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF LOUISIANA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. THE BORROWER HEREBY CONSENTS TO THE JURISDICTION OF THE 24th JUDICIAL DISTRICT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA. THE BORROWER EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURT AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, IMPROPER FORUM, OR ANY OTHER VENUE OR FORUM DEFENSES. THE BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH BORROWER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH BORROWER AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED

Article 6: WAIVER OF JURY TRIAL.

THE BORROWER HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE FINANCING DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE BORROWER AND THE LENDER/SECURED PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP,

THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. THE BORROWER, THE LENDER WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY **WAIVES ITS JURY TRIAL RIGHTS.**

Article 7: ATTORNEYS' FEES

In the event that any account or accounts of the undersigned Borrower are placed in the hands of a collection agency or an attorney for collection, or are collected through probate or bankruptcy proceedings, or through any other legal procedures, the undersigned agrees to pay any and all outstanding obligation(s) plus all costs and expenses of collection including all attorneys' fees.

Article 8: AGENT OF AUTHORITY AND JOINT AND SEVERALLY LIABLE

The undersigned warrants that he or she has the authority to sign this Agreement and to bind Borrower to the obligations expressed herein, and hereby obligates the partnership, limited liability company, corporation, sole proprietorship, or individual to the terms hereof. The undersigned and the entity shall be jointly and severally liable for all amounts that may be due and owing to Triton Stone of New Orleans, L.L.C., under the terms and conditions of this Agreement, including attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officer or agent as of the day and year first above written.

BORROWER:

Signature: _____

Name: _____

Title: _____

PERSONAL GUARANTOR:

Signature: _____

Name: _____

Title: _____

LENDER:

TRITON STONE GROUP OF NEW ORLEANS, LLC

Signature: _____

Name: _____

Title: _____