

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): December 10, 2021

THEMAVEN, INC.

(Exact Name of Registrant as Specified in Charter)

DELAWARE (State or Other Jurisdiction of Incorporation)	1-12471 (Commission File Number)	68-0232575 (IRS Employer Identification No.)
200 Vesey Street, 24 th Floor, New York, New York (Address of Principal Executive Offices)		10281 (Zip Code)

Registrant's telephone number, including area code: 212-321-5002

(Former Name, or Former Address, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name on exchange on which registered
N/A	N/A	N/A

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Act of 1934 (§240.12b-2 of this chapter)

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into Material Definitive Agreement

Third Amendment to Financing and Security Agreement

On December 6, 2021, theMaven, Inc. (“Maven”) entered into that certain Third Amendment to Financing and Security Agreement (the “Third Amendment”) with Maven Coalition, Inc. (“Maven Coalition”), Maven Media Brands, LLC (“Maven Media”), TheStreet, Inc. (“TheStreet” and, together with Maven, Maven Coalition, Maven Media, the “Initial Borrowers”), College Spun Media Incorporated (“College Spun” and, together with the Initial Borrowers, the “Borrowers”), and Fast Pay Partners LLC (the “Lender”), which further amended that certain Financing and Security Agreement, dated February 6, 2020, as amended (the “FSA”), by and among the Initial Borrowers and the Lender (formerly FPP Finance LLC).

Pursuant to the Third Amendment, (i) the maximum amount of advances available under the FSA was increased from \$15,000,000 to \$25,000,000 (the “Maximum Line Amount”); (ii) the margin applicable to the interest rate under the FSA was decreased from 8.50% per annum to 6.00% per annum; and (iii) the maturity date under the FSA was extended from February 6, 2022 to February 28, 2024. In addition, the Third Amendment provides that if the Lender elects to terminate the FSA at any time and for any reason prior to the maturity date, all outstanding obligations become immediately due and payable and an early termination fee equal to 2% of the Maximum Line Amount will be charged to the Borrowers. In connection with the Third Amendment, the Borrowers paid an amendment fee in the amount of \$10,000.

Amendment No. 3 to Second Amended and Restated Note Purchase Agreement

On December 6, 2021, Maven entered into the Amendment No. 3 to Second Amended and Restated Note Purchase Agreement (“Amendment No. 3”) with Maven Coalition, TheStreet, Maven Media, College Spun, and BRF Finance Co., LLC, an accredited investor, in its capacity as agent (in such capacity, “Agent”) for the purchasers from time to time party thereto (the “Purchasers”), and as the sole Purchaser, which further amended the Second Amended and Restated Note Purchase Agreement, dated as of March 24, 2020, as amended (the “Note Purchase Agreement”), by and among Maven, Maven Coalition, TheStreet, Maven Media, College Spun, Agent, and the Purchaser.

Pursuant to Amendment No. 3, the amount of indebtedness permitted by the Note Purchase Agreement to be incurred under the FSA was increased from \$15,000,000 to \$25,000,000.

The foregoing are only brief descriptions of the respective material terms of the Third Amendment and Amendment No. 3 and are qualified in their entirety by reference to the Third Amendment and Amendment No. 3 that are filed as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K and incorporated by reference herein.

Item 9.01 — Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Third Amendment to Financing and Security Agreement, dated as of December 6, 2021, by and among theMaven, Inc., Maven Coalition, Inc., Maven Media Brands, LLC, TheStreet, Inc., College Spun Media Incorporated, and Fast Pay Partners LLC
10.2	Amendment No. 3 to Second Amended and Restated Note Purchase Agreement, dated as of December 6, 2021, by and among theMaven, Inc., Maven Coalition, Inc., TheStreet, Inc., Maven Media Brands, LLC, College Spun Media Incorporated, and BRF Finance Co., LLC, as Agent and Purchaser
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THEMAVEN, INC.

Dated: December 10, 2021

By: /s/ Douglas B. Smith

Name: Douglas B. Smith

Title: Chief Financial Officer

THIRD AMENDMENT TO FINANCING AND SECURITY AGREEMENT

This **THIRD AMENDMENT TO FINANCING AND SECURITY AGREEMENT** (this "Amendment") is made and entered into as of December 6, 2021, by and among MAVEN COALITION, INC., a Delaware corporation ("Coalition"), THEMAVEN, INC., a Delaware corporation ("TheMaven"), MAVEN MEDIA BRANDS, LLC, a Delaware limited liability company ("Brands"), THESTREET, INC., a Delaware corporation (together with Coalition, TheMaven and Brands, collectively, "Initial Borrowers"), COLLEGE SPUN MEDIA INCORPORATED, a New Jersey corporation (together with Initial Borrowers, collectively, "Borrowers"), and FAST PAY PARTNERS LLC ("Lender").

WHEREAS, pursuant to that certain Financing and Security Agreement, made and entered into on February 6, 2020, by and among Initial Borrowers and FPP Finance LLC (as amended, restated, supplemented or otherwise modified from time to time, the "FSA"); capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the FSA;

WHEREAS, on or about April 30, 2021, FPP Finance LLC assigned all of its rights, interests and obligations in the FSA and related documents to Lender (the "Loan Assignment")

WHEREAS, pursuant to the FSA, Lender has extended credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Borrowers have requested that Lender amend the FSA in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the FSA. This Amendment and the terms and provisions hereof, are incorporated in their entirety into the FSA by reference. In the event of any conflict between this Amendment and the FSA, the terms of this Amendment shall prevail.

2. Amendments to the Financing Agreement.

a. The *General Rates and Fees* box on the first page of the FSA is hereby amended by deleting such box in its entirety and replacing it with the following:

GENERAL RATES AND FEES

The items referenced below are subject to and defined within the provisions of this Agreement:

- (a) Maximum Line Amount: Twenty-Five Million Dollars (\$25,000,000)
- (b) Advance Rate: 85% of gross value of Invoices
- (c) Minimum Invoice Size: Five thousand dollars (\$5,000)
- (d) Initial Financing Fee: A flat fee equal to 1/12 multiplied by the Facility Rate, based on the net amount Advanced with respect to any Invoice for a Financed Account (or the net amount Advanced for Advances not tied to any Invoice), for the initial 30-day period
- (e) Additional Financing Fee: A monthly rate equivalent to 1/12 multiplied by the Facility Rate, prorated daily on the net amount Advanced outstanding with respect to any Invoice for a Financed Account (or the net amount Advanced outstanding for Advances not tied to any Invoice), commencing on day 31. For the purposes of this Agreement, "**Facility Rate**" means the sum of: (x) the **LIBOR Rate** plus (y) **6.00%** per annum.

- (f) Misdirected Payment Fee: Repayment of all Advances must be paid by the Account Debtor directly to Lender. In the event an Account Debtor fails to pay Lender directly, Lender will provide Borrower a grace period of five (5) business days to notify Lender of any Misdirected Payment and to forward the full amount of the Misdirected Payment to Lender otherwise Borrower may be assessed a Misdirected Payment Fee equaling 20% of the amount of such payment.
- (g) Concentration Limit: The percentage of any debt from a single Account Debtor over the total amount outstanding from Borrower's Financed Accounts must remain below 25%. In the event the percentage exceeds the foregoing limit, Lender may exercise its right not to finance more Accounts of said Account Debtor.
- (h) Diligence Fee: \$50,000. Lender acknowledges prior receipt of such Diligence Fee.
- (i) Wire Fee: An amount equal to Thirty-Five Dollars (\$35.00) to cover fees and costs associated with incoming and outgoing wire transfers to/from the Lockbox or as between Lender/Borrower.
- (j) Termination: Subject to a fee equal to 2% of the Maximum Line Amount (the "Early Termination Fee") with respect to any termination of this Agreement prior to the Maturity Date, Borrower may terminate this Agreement at any time upon 60 days prior written notice to Lender whereupon this Agreement shall terminate upon successful repayment of all outstanding Obligations.
- (k) Minimum Utilization: Beginning on the 31st day after the date hereof, Borrower shall at all times utilize at least 10% of the Maximum Line Amount. The Financing Fees otherwise set forth herein shall be adjusted to reflect such minimum utilization.
- (l) Maturity Date: All Obligations hereunder shall be immediately due and payable on February 28, 2024 (the "Maturity Date").

b. Section 21.2. Section 21.2 of the Financing and Security Agreement is hereby amended by adding the following proviso to the end of such existing section:

"; provided, for the avoidance of doubt, the Early Termination Fee shall be due and payable by Borrower to Lender in connection with any election by Lender under this Section 21.2 at any time prior to the Maturity Date."

3. CONDITIONS TO EFFECTIVENESS:

This Amendment shall become effective as of the first date upon which each of the following conditions is satisfied (the "Amendment Effective Date"):

a. Documents. Borrowers shall have delivered or caused to be delivered the following documents in form and substance reasonably satisfactory to Lender (and, as applicable, duly executed and dated the Amendment Effective Date or an earlier date satisfactory to Lender):

i. Amendment. A fully executed original of this Amendment.

ii. Payment of Amendment Fee. Payment of an amendment fee in the amount of \$10,000, which was fully earned and due and payable on the date Lender charged the same to the Reserve Account.

iii. Amendment to Second Amended and Restated Note Purchase Agreement. A fully executed copy of Amendment No. 3 to Second Amended and Restated Note Purchase Agreement.

b. Representations and Warranties. The representations and warranties of each Borrower set forth in the FSA and the other Loan Documents to which such Borrower is a party shall be true and correct in all material respects (or in all respects with respect to any representation or warranty which by its terms is limited as to materiality, in each case, after giving effect to such qualification) on and as of Amendment Effective Date.

c. No Default. Both before and after giving effect to this Amendment and the transactions contemplated thereby, no event shall have occurred or be continuing or would result from the amendments contemplated hereby that would constitute an Event of Default or a default under the FSA or the other Loan Documents.

d. Fees and Expenses. Borrowers shall have paid all documented or invoiced fees, costs and expenses due and payable by Borrowers on or prior to the Amendment Effective Date under the FSA and the other Loan Documents.

4. MISCELLANEOUS:

a. Ratification, Etc. Except as expressly amended hereby, the FSA and the other Loan Documents are hereby ratified and confirmed in all respects and shall continue in full force and effect. This Amendment and the FSA shall hereafter be read and construed together as a single document, and all references in the FSA or any other Loan Document shall hereafter refer to the FSA as amended by this Amendment.

b. Reaffirmation. Each Borrower hereby (a) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under FSA and any other Loan Document to which it is a party and (b) ratifies and reaffirms its grant of security interests and liens and confirms and agrees that such security interests and liens shall continue in full force and effect and ranks as continuing security for the payment and discharge of the obligations secured thereunder, including, without limitation, all of the Obligations.

c. No Waiver. Nothing contained in this Amendment shall be deemed to (a) constitute a waiver of any default or Event of Default that may hereafter occur or heretofore have occurred and be continuing, (b) except as a result of the amendments expressly set forth in Section I of this Amendment, otherwise modify any provision of the FSA or any other Loan Document, or (c) give rise to any defenses or counterclaims to Lender's right to compel payment of the Obligations when due or to otherwise enforce its rights and remedies under the FSA and the other Loan Documents.

d. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

e. Counterparts; Effectiveness. This Amendment may be executed via facsimile or other electronic method of transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Third Amendment to Financing and Security Agreement as of the date first above written.

BORROWERS:

MAVEN COALITION, INC.

By: /s/ Douglas B. Smith
Name: Douglas B. Smith
Title: Chief Financial Officer

THEMAVEN, INC.

By: /s/ Douglas B. Smith
Name: Douglas B. Smith
Title: Chief Financial Officer

MAVEN MEDIA BRANDS, LLC

By: /s/ Douglas B. Smith
Name: Douglas B. Smith
Title: Chief Financial Officer

THESTREET, INC.

By: /s/ Douglas B. Smith
Name: Douglas B. Smith
Title: Chief Financial Officer

COLLEGE SPUN MEDIA INCORPORATED

By: /s/ Douglas B. Smith
Name: Douglas B. Smith
Title: Chief Financial Officer

LENDER:

FAST PAY PARTNERS LLC

By: /s/ Danielle Baldaro
Name: Danielle Baldaro
Title: Senior Vice President, FP Portfolio Manager

AMENDMENT NO. 3 TO SECOND AMENDED AND RESTATED NOTE PURCHASE AGREEMENT

This **AMENDMENT NO. 3 TO SECOND AMENDED AND RESTATED NOTE PURCHASE AGREEMENT** (this "Amendment No. 3") is made and entered into as of December 6, 2021, by and among theMaven, Inc., a Delaware corporation (the "Borrower"), the Guarantors from time to time party to the Note Purchase Agreement (as defined below), each of the Purchasers from time to time named on Schedule I to the Note Purchase Agreement, and BRF Finance Co., LLC, in its capacity as agent for the Purchasers (in such capacity, "Agent"). Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Note Purchase Agreement, as amended hereby.

WHEREAS, pursuant to the Second Amended and Restated Note Purchase Agreement dated as of March 24, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), by and among the Borrower, the Guarantors from time to time party thereto, the Purchasers from time to time party thereto and the Agent, the Purchasers have purchased certain Notes from the Borrower, and the Guarantors have guaranteed the payment of the Obligations, all upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower has requested that the Purchasers and the Agent make certain additional amendments to the Note Purchase Agreement, including, among other things, to increase the permitted Indebtedness of the Note Parties arising under the Fast Pay Indebtedness Documents to \$25,000,000.00.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. AMENDMENTS TO NOTE PURCHASE AGREEMENT ON THE AMENDMENT NO. 3 EFFECTIVE DATE:

Effective as of the Amendment No. 3 Effective Date, the Note Purchase Agreement is amended as follows:

(1) Definitions.

Section 1.1 of the Note Purchase Agreement is amended by amending and restating the following definition in its entirety, or adding the following new definitions in appropriate alphabetical order, as indicated below in brackets following such definitions:

"Fast Pay Intercreditor Agreement" means that certain intercreditor agreement dated as of February 24, 2020 (as amended, restated, supplemented or otherwise modified from time to time), by and among the Agent, Fast Pay Partners LLC and the Note Parties. [*Restated Definition*]

(2) Amended Provision.

(a) Amendment to Section 7.1(E). Section 7.1(F) of the Note Purchase Agreement is amended and restated in its entirety as follows:

"(F) Indebtedness of the Note Parties arising under the Fast Pay Indebtedness Documents in an aggregate principal amount not to exceed \$25,000,000.00;"

II. CONDITIONS TO EFFECTIVENESS:

This Amendment No. 3 shall become effective as of the first date upon which each of the following conditions is satisfied (the "Amendment No. 3 Effective Date"):

(1) **Amendment Documents.** The Borrower shall have delivered or caused to be delivered to the Agent this Amendment No. 3.

(2) **Third Amendment to Financing and Security Agreement.** The Borrower shall have delivered or caused to be delivered that certain Third Amendment to Financing and Security Agreement, dated as of the Amendment No. 3 Effective Date (the "Fast Pay Third Amendment"), by and among, among others, the Borrower and Fast Pay Partners, LLC, which shall be in form and substance satisfactory to the Agent, dully executed by each of the parties thereto.

(3) **Representations and Warranties.** The representations and warranties set forth in the Note Purchase Agreement and the other Note Documents shall be true and correct in all material respects (or in all respects with respect to any representation or warranty which by its terms is limited as to materiality, in each case, after giving effect to such qualification) on and as of the Amendment No. 3 Effective Date.

(4) **No Default.** Both before and after giving effect to the Amendment No. 3 and the transactions contemplated thereby, no event shall have occurred or be continuing or would result from the amendments contemplated hereby that would constitute an Event of Default or a Default.

(5) **No Prohibition.** No order, judgment or decree of any court, arbitrator or Governmental Authority shall purport to enjoin or restrain Agent or any Purchaser from entering into this Amendment No. 3 or consummating the transactions contemplated hereby.

(6) **Fees and Expenses.** The Borrower shall have paid all documented or invoiced fees, costs and expenses due and payable on or prior to the Amendment No. 3 Effective Date under the Note Purchase Agreement and the other Note Documents.

III. MISCELLANEOUS:

(1) **Consent.** In satisfaction of Section 7.12 of the Note Purchase Agreement, the Agent hereby consents to the Fast Pay Third Amendment.

(2) **Ratification, Etc.** Except as expressly amended hereby, the Note Purchase Agreement and the other Note Documents and all documents, instruments and agreements related thereto are hereby ratified and confirmed in all respects and shall continue in full force and effect. This Amendment No. 3 and the Note Purchase Agreement shall hereafter be read and construed together as a single document, and all references in the Note Purchase Agreement, any other Note Document or any agreement or instrument related to the Note Purchase Agreement shall hereafter refer to the Note Purchase Agreement as amended by this Amendment No. 3. This Amendment No. 3 shall constitute a Note Document for all purposes of the Note Purchase Agreement and the other Note Documents.

(3) **Reaffirmation.** Each of the Note Parties as borrower, debtor, grantor, chargor, pledgor, assignor, guarantor, or in other any other capacity in which such Note Party grants Liens or security interests in its property, assets or undertakings or acts as a guarantor or co-obligor, as the case may be, hereby (a) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Note Documents to which it is a party and (b) to the extent such Note Party granted Liens on or security interests in any of its property, assets or undertakings pursuant to any such Note Document as security for or otherwise guaranteed the Obligations, ratifies and reaffirms such guarantee and grant of security interests and Liens and confirms and agrees that such security interests and Liens shall continue in full force and effect and ranks as continuing security for the payment and discharge of the liabilities and obligations secured or guaranteed thereunder (as the case may be) including, without limitation, all of the Obligations as amended hereby.

(4) **No Waiver.** Nothing contained in this Amendment No. 3 shall be deemed to (a) constitute a waiver of any Default or Event of Default that may hereafter occur or heretofore have occurred and be continuing, (b) except as a result of the amendments expressly set forth in Section I of this Amendment No. 3, otherwise modify any provision of the Note Purchase Agreement or any other Note Document, or (c) give rise to any defenses or counterclaims to the Agent's or any Purchaser's right to compel payment of the Obligations when due or to otherwise enforce their respective rights and remedies under the Note Purchase Agreement and the other Note Documents.

(5) **Release.** Each Note Party hereby remises, releases, acquits, satisfies and forever discharges the Agent and the Purchasers, their agents, employees, officers, directors, predecessors, attorneys and all others acting on behalf of or at the direction of the Agent or the Purchasers, of and from any and all manner of actions, causes of action, suit, debts, accounts, covenants, contracts, controversies, agreements, variances, damages, judgments, claims and demands whatsoever, in law or in equity, which any of such parties ever had, or now has, to the extent arising from or in connection with any act, omission or state of facts taken or existing on or prior to the Amendment No. 3 Effective Date, against the Agent and the Purchasers, their agents, employees, officers, directors, attorneys and all persons acting on behalf of or at the direction of the Agent or the Purchasers ("Releasees"), for, upon or by reason of any matter, cause or thing whatsoever arising under, or in connection with, or otherwise related to, the Note Documents through the Amendment No. 3 Effective Date. Without limiting the generality of the foregoing, each Note Party hereby waives and affirmatively agrees not to allege or otherwise pursue any defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs or other rights they have or may have under, or in connection with, or otherwise related to, the Note Documents as of the Amendment No. 3 Effective Date, including, but not limited to, the rights to contest any conduct of the Agent, the Purchasers or other Releasees on or prior to the Amendment No. 3 Effective Date.

(6) **Governing Law.** THIS AMENDMENT NO. 3 SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT ANY SUCH OTHER NOTE DOCUMENT EXPRESSLY SELECTS THE LAW OF ANOTHER JURISDICTION AS GOVERNING LAW THEREOF, IN WHICH CASE THE LAW OF SUCH OTHER JURISDICTION SHALL GOVERN.

(7) **Counterparts; Effectiveness.** This Amendment No. 3 may be executed via facsimile or other electronic method of transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Amendment No. 3 to Note Purchase Agreement as of the date first set forth above.

NOTE PARTIES:

THEMAVEN, INC., as the Borrower

By: /s/ Douglas B. Smith

Name: Douglas B. Smith

Title: Chief Financial Officer

MAVEN COALITION, INC., as a Guarantor

By: /s/ Douglas B. Smith

Name: Douglas B. Smith

Title: Chief Financial Officer

THESTREET, INC., as a Guarantor

By: /s/ Douglas B. Smith

Name: Douglas B. Smith

Title: Chief Financial Officer

MAVEN MEDIA BRANDS, LLC, as a Guarantor

By: /s/ Douglas B. Smith

Name: Douglas B. Smith

Title: Chief Financial Officer

COLLEGE SPUN MEDIA INCORPORATED, as a Guarantor

By: /s/ Douglas B. Smith

Name: Douglas B. Smith

Title: Chief Financial Officer

AGENT AND PURCHASERS:

BRF FINANCE CO., LLC,

as Agent and a Purchaser

By: /s/ Dan Shribman

Name: Dan Shribman

Title: CIO

[Signature Page – Amendment No. 3 to Second Amended and Restated Note Purchase Agreement]
