

## NOTE PURCHASE AGREEMENT

THIS NOTE PURCHASE AGREEMENT (the “Agreement”) is by and between the undersigned individual or entity (the “Purchaser”) and Northern Stage Company, a Vermont non-profit corporation (the “Company”). This Agreement shall be dated as of the date that the Company accepts the Purchaser’s subscription, as indicated below.

WHEREAS, the Company is offering up to an aggregate principal amount of \$1,000,000 of unsecured, subordinated promissory notes (collectively, the “Notes”);

WHEREAS, the Purchaser desires to subscribe for and purchase one of the Notes in the principal amount indicated on the signature page hereto (the “Note”);

WHEREAS, upon execution of this Agreement by the Company, the Company desires to accept the Purchaser’s subscription for the Note on the terms and subject to the conditions hereinafter set forth; and

WHEREAS, this Agreement shall not become binding on either party unless and until it has been accepted by the Company, as evidenced by the Company’s signature on the Company’s signature page hereto;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

### SECTION 1. PURCHASE AND SALE OF SECURITIES

#### 1.1 Purchase and Sale of the Note.

(a) Subject to the Company’s acceptance of the subscription, in whole or in part, the Purchaser by executing this Agreement hereby agrees to purchase the Note from the Company in the principal amount indicated on the signature page hereto. In consideration for the Note, the Purchaser shall pay to the Company an amount (the “Purchase Price”) equal to the principal amount of the Note.

(b) The Purchaser shall deliver to the Company the Purchase Price simultaneously with delivery of this Agreement to the Company.

(c) If the Company accepts the Purchaser’s subscription for the Note, the Company will promptly deliver to the Purchaser a fully executed copy of this Agreement and the original Note executed by the Company, and the Purchase Price shall be released to the Company. If the Company rejects the Purchaser’s subscription, the Company will promptly return to the Purchaser the Purchase Price without interest and the Purchaser’s signature page to this Agreement (without the Company’s signature), and this Agreement shall be of no force or effect. The Company reserves the right to accept or reject the Purchaser’s subscription for the Note, in whole or in part. Once accepted by the Company, the Purchaser’s subscription is irrevocable and may not be rescinded by the Purchaser without the Company’s written consent.

## SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

By accepting this subscription, the Company represents and warrants to the Purchaser as follows:

2.1 Organization, Qualifications and Corporate Power; Tax Status. The Company is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Vermont. The Company has the power and authority to own and hold its properties, to carry on its business as currently conducted and to execute, deliver and perform this Agreement. The Company qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

2.2 Authorization of Agreements, etc. The execution and delivery by the Company of this Agreement and the performance by the Company of its obligations hereunder have been duly authorized by all requisite action and will not violate any provision of the Articles of Incorporation or Bylaws of the Company.

2.3 Validity. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms, except: (i) as the enforceability thereof may be limited by applicable bankruptcy, reorganization, insolvency, fraudulent conveyance and similar laws and by moratorium laws from time to time in effect; and (ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to certain equitable defenses and to the discretion of the court before which any proceedings may be brought. The Note, when executed and delivered in accordance with this Agreement, will constitute a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, except as aforesaid.

2.4 Actions Pending. There is no action, suit, investigation or proceeding pending or, to the knowledge of the Company, threatened against or affecting the Company, or its properties or rights, before any court or by or before any governmental body or arbitration board or tribunal, the outcome of which may be reasonably expected to result in any material adverse change in the business, operations or condition (financial or other) of the Company.

## SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company as follows:

3.1 Validity. This Agreement has been duly executed and delivered by the Purchaser, and this Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms.

3.2 Investment Intent. The Note is being purchased solely for the Purchaser's own account for investment purposes only and not for the account of any other person and not for distribution, assignment or resale to others and no other person has a direct or indirect beneficial interest in the Note. The Purchaser has not been formed for the specific purpose of acquiring the

Note.

3.3 Principal Residence. The Purchaser represents and warrants to the Company that for securities law purposes, the Purchaser is a resident of the State indicated on the signature page hereto, and unless otherwise expressly noted on the signature page hereto the Purchaser is a citizen of the United States.

3.4 Disclosure. The undersigned has received and had the opportunity to review (i) the Company's Offering Memorandum for the Notes (ii) the form of Note, and (iii) the Company's Organizational Documents (collectively, the "Offering Documents"), and has been given access to full and complete information regarding the Company and has utilized such access to the undersigned's satisfaction for the purpose of obtaining such information regarding the Company as the undersigned has reasonably requested. The undersigned has been given reasonable opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Notes and to obtain any additional information, to the extent reasonably available.

3.5 Financial Experience. The undersigned, either alone or through a representative, has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating the merits and significant risks of an investment in the Notes. The undersigned has obtained, to the extent the undersigned deems necessary, professional advice with respect to the risks inherent in investment in the Notes, and the suitability of an investment in the Notes in light of the undersigned's financial condition and investment needs.

3.6 No Public Market; Restrictions on Resale. The Purchaser understands that no public market now exists for the Notes, and that the Company has made no assurances that a public market will ever exist for the Notes. The Purchaser is aware that the Notes have not been registered under any federal or state securities laws and that transfer thereof may be restricted under federal and/or state securities laws, and agrees not to resell the Note in violation of any applicable laws.

3.7 Sophisticated Purchaser. The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Company.

#### SECTION 4. FEATURES OF NOTE

4.1 Restrictions on Resale. The Purchaser agrees that, in reliance upon the undersigned's representations and warranties contained herein, neither the offering nor the sale of the Notes have been registered under the Securities Act of 1933, as amended (the "Securities Act") or any state securities laws in reliance upon federal and state exemptions from such securities laws. The Purchaser acknowledges that the Note may have to be held indefinitely unless the sale or transfer thereof is registered under the federal and state securities laws or an exemption from such registration is available. The Purchaser acknowledges and agrees that it may not subsequently sell, assign, pledge, hypothecate or otherwise transfer the Note except: (i) pursuant to an effective registration statement registering the Notes under the Securities Act and/or applicable state securities laws, or (ii) pursuant to the opinion of counsel, which has been obtained by the Purchaser and is in all respects satisfactory to the Company, that such

registration under the Securities Act and/or such state securities laws is not required to effect such subsequent sale, assignment, pledge, hypothecation or other transfer. The Purchaser agrees that appropriate legends referring to these restrictions will be set forth in the Notes.

4.2 Unsecured; Subordinated. The Notes shall constitute unsecured indebtedness of the Company and shall rank *pari passu* with all other unsecured indebtedness of the Company. Notwithstanding the foregoing, the Purchaser expressly agrees and acknowledges that the payment of interest and principal in respect of the debt secured by the Note shall be subordinate and junior in right of payment to the prior payment in full of all present and future secured indebtedness. The Note shall contain subordination provisions. Such provisions shall be self-executing and shall not require any further action on the part of the Purchaser or the Company, but the Purchaser agrees, if so requested, to execute such documents as reasonably may be required to confirm the same.

4.3 Prepayment. The Note may be prepaid as provided in the Note.

4.4 Financial Statements. The Company shall electronically furnish to the Purchaser audited year-end financial statements of the Company on an annual basis. Paper copies will be available upon request.

## SECTION 5. MISCELLANEOUS

5.1 Expenses. Each of the Purchaser and the Company will pay its own expenses in connection with the transactions contemplated hereby, whether or not such transactions shall be consummated.

5.2 Survival of Agreements. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement. To the extent the Purchaser breaches this Agreement it shall indemnify the Company for any expense or liability incurred by the Company resulting from such breach (including without limitation reasonable attorney's fees).

5.3 Brokerage. Each party hereto will indemnify and hold harmless the other against and in respect of any claim for brokerage or other commissions relative to this Agreement or to the transactions contemplated hereby, based in any way on agreements, arrangements or understandings made or claimed to have been made by such party with any third party.

5.4 Parties in Interest. All covenants and agreements contained in this Agreement by or on behalf of either of the parties hereto shall bind and, to the extent set forth herein, inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

5.5 Notices. Any notice or other communication to be given hereunder shall be in writing and mailed or emailed to such party at the address or number set forth below:

If to the Company to:

Northern Stage Company  
76 Gates Street  
White River Junction, VT 05001-7052

Attn: Irene Green, Managing Director  
Email: igreen@northernstage.org

If to the Purchaser to the address set forth on Purchaser's signature page hereto.

Or, to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, when deposited in the mail, properly addressed and with postage prepaid; or (ii) if sent by electronic mail, when sent, provided read-receipt evidence is received.

5.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws.

5.7 Entire Agreement; Amendment. This Agreement, together with the Note, embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Agreement and the covenants and restrictions and agreements contained herein may be waived, amended, or discharged in an instrument executed by the Company and the Purchaser.

5.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

#### **SIGNATURES**

The undersigned hereby represents that the undersigned has read this entire Note Purchase Agreement, the Offering Documents and the exhibits and appendices thereto.

NORTHERN STAGE COMPANY  
SIGNATURE PAGE TO THE NOTE PURCHASE AGREEMENT FOR  
NATURAL PERSONS:

<p>_____</p> <p><i>Signature</i></p>	<p>_____</p> <p><i>Mailing Address Line 1</i></p> <p>_____</p> <p><i>Mailing Address Line 2</i></p>
<p>_____</p> <p><i>Print Name</i></p>	<p>_____</p> <p><i>Phone Number (Incl. Area Code)</i></p> <p>_____</p> <p><i>Email Address</i></p> <p>_____</p> <p><i>Social Security No.</i></p>
<p>_____</p> <p><i>Signature of Joint Owner, If Any</i></p>	
<p>_____</p> <p><i>Print Name of Joint Owner, If Any</i></p>	<p>_____</p> <p><i>Social Security No. of Joint Owner, If Any</i></p>
<p><i>Is the Purchaser a U.S. Citizen?</i></p> <p><input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i> <i>(Please Check One)</i></p> <p><i>Is the Joint Owner (if any) a U.S. Citizen?</i></p> <p><input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i> <i>(Please Check One if there is a Joint Owner)</i></p>	<p><i>State of Residence (Check One)</i></p> <p style="text-align: center;"><input type="checkbox"/> <i>Vermont</i></p> <p style="text-align: center;"><input type="checkbox"/> <i>New Hampshire</i></p> <p style="text-align: center;"><input type="checkbox"/> <i>Other*:</i> _____</p> <p><i>*If "Other" is selected, write in name of jurisdiction.</i></p> <p><i>The Offering is only available to residents of the State of Vermont or New Hampshire. However, the Company may in its sole discretion waive this residency requirement on a case-by-case basis for certain investors that the Company has personally invited to participate in the Offering. No waiver shall be effective unless granted by the Company on the Company signature page to this Note Purchase Agreement.</i></p>
<p><i>Desired Aggregate Principal Amount of Note to be Purchased**:</i> \$ _____</p> <p><i>**Note: The Company may, in its discretion, issue the Note for a principal amount less than the Purchaser's desired amount.</i></p>	

**NORTHERN STAGE COMPANY  
SIGNATURE PAGE TO THE NOTE PURCHASE AGREEMENT FOR  
ENTITIES:**

<p><i>Print Name of Entity:</i> _____</p> <p><i>By:</i> _____                     <i>Signature</i></p> <p><i>Print Name of Signer:</i> _____</p> <p><i>Print Title of Signer:</i> _____</p>	<p>_____</p> <p><i>Mailing Address Line 1</i></p> <p>_____</p> <p><i>Mailing Address Line 2</i></p> <p>_____</p> <p><i>Name and Title of Contact Person</i></p>
<p><i>Type of Legal Entity (Check One)</i></p> <p style="padding-left: 40px;"><input type="checkbox"/> <i>For-profit corporation</i></p> <p style="padding-left: 40px;"><input type="checkbox"/> <i>Nonprofit corporation</i></p> <p style="padding-left: 40px;"><input type="checkbox"/> <i>Limited liability company</i></p> <p style="padding-left: 40px;"><input type="checkbox"/> <i>Partnership</i></p> <p style="padding-left: 40px;"><input type="checkbox"/> <i>Other*:</i> _____</p> <p><i>*If Other, write in type of legal entity.</i></p>	<p>_____</p> <p><i>Phone Number for Contact Person (Incl. Area Code)</i></p> <p>_____</p> <p><i>Email Address for Contact Person</i></p>
<p><i>State of Incorporation/Formation (Check One)</i></p> <p style="padding-left: 40px;"><input type="checkbox"/> <i>Vermont</i></p> <p style="padding-left: 40px;"><input type="checkbox"/> <i>New Hampshire</i></p> <p style="padding-left: 40px;"><input type="checkbox"/> <i>Other*:</i> _____</p> <p><i>*If "Other" is selected, write in name of jurisdiction.</i></p> <p><i>The Offering is only available to residents of the State of Vermont or New Hampshire. However, the Company may in its sole discretion waive this residency requirement on a case-by-case basis for certain investors that the Company has personally invited to participate in the Offering. No waiver shall be effective unless granted by the Company on the Company signature page to this Note Purchase Agreement.</i></p>	<p>_____</p> <p><i>Tax Identification No.</i></p>
<p><i>Desired Aggregate Principal Amount of Note to be Purchased**:</i> \$ _____</p> <p><i>**Note: The Company may, in its discretion, issue the Note for a principal amount less than the Purchaser's desired amount.</i></p>	

NORTHERN STAGE COMPANY  
CERTIFICATE OF SIGNATORY

**To be completed only if Note is being subscribed for by an Entity.**

I, \_\_\_\_\_, am the \_\_\_\_\_  
*Print Name* *Print Title*  
of \_\_\_\_\_ (the "Entity").  
*Print Name of Entity*

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the Note Purchase Agreement and to purchase and hold the Note, and certify that the Note Purchase Agreement has been duly and validly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have hereto set my hand this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Signature

NORTHERN STAGE COMPANY  
COMPANY SIGNATURE PAGE TO NOTE PURCHASE AGREEMENT  
[For Company Use Only]

This Note Purchase Agreement of \_\_\_\_\_ is hereby agreed to and accepted  
by Northern Stage Company as of \_\_\_\_\_, 20\_\_.

*Name of Purchaser*

NORTHERN STAGE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

*The following waiver is to be completed by the Company ONLY if (i) the Purchaser is not a resident of the States of Vermont or New Hampshire, (ii) the Purchaser has a preexisting relationship with the Company and the Company has directly invited the Purchaser to participate in the Offering, AND, (iii) the Company elects to waive the Vermont/New Hampshire residency requirement for such Purchaser. The Company should not execute this waiver without first consulting legal counsel.*

The Purchaser has represented that the Purchaser is a resident of the State of \_\_\_\_\_. The Offering is available only to residents of the State of Vermont or New Hampshire, provided that the Company has the right to waive this residency requirement in its sole discretion for select Purchasers with whom it has a preexisting relationship. The Company elects to waive, and hereby does waive, the residency requirement for the above-named Purchaser. Nothing herein shall be deemed to waive the residency requirement for any other purchaser.

NORTHERN STAGE COMPANY

By: \_\_\_\_\_  
Name:  
Title: