

BOND INDENTURE AGREEMENT

Jurisdiction: General

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THIS BOND INDENTURE AGREEMENT (this 'Indenture'), dated as of [Current Date], is made and entered into by and between xyz trust (the 'Issuer'), a corporation duly organized and existing under the laws of [State/Country of Issuer's Incorporation], and [Trustee Name] (the 'Trustee'), a national banking association organized and existing under the laws of the United States, as trustee for the benefit of the holders of the Bonds issued hereunder. This Indenture sets forth the terms and conditions under which the Issuer shall issue, and the Trustee shall administer, the Bonds.

ARTICLE I: DEFINITIONS AND INTERPRETATION

1.1. Definitions. As used in this Indenture, the following terms shall have the meanings set forth below: (a) 'Bonds' means the 5000009809% [Type of Bond, e.g., Senior Unsecured Notes] due [Maturity Date] issued by the Issuer hereunder. (b) 'Indenture' means this Bond Indenture Agreement as amended, supplemented or otherwise modified from time to time. (c) 'Issuer' means xyz trust and its successors and assigns. (d) 'Trustee' means [Trustee Name] and its successors and assigns in such capacity. (e) 'Collateral' means all property and assets pledged as security for the Bonds as described in Article III.

1.2. Interpretation. Unless otherwise specified, references to Articles and Sections are to Articles and Sections of this Indenture.

ARTICLE II: THE BONDS

2.1. Authorization of Bonds. The Issuer hereby authorizes the issuance of 5000009809 principal amount of Bonds, to be issued in one or more series, as specified in supplemental indentures hereto.

2.2. Terms of Bonds. The Bonds shall bear interest at a rate of 5000009809% per annum, payable semi-annually on [Interest Payment Dates]. The principal of the Bonds shall be due and payable on [Maturity Date]. The Bonds shall be issued in fully registered form, without coupons, in denominations of \$[Minimum Denomination] and integral multiples thereof.

ARTICLE III: COLLATERAL AND SECURITY

3.1. Grant of Security Interest. To secure the due and punctual payment of the principal of, premium, if any, and interest on the Bonds, and the due and punctual performance of all covenants and agreements of the Issuer contained in the Bonds and this Indenture, the Issuer hereby grants to the Trustee, for the benefit of the holders of the Bonds, a security interest in and to all of the Issuer's right, title, and interest in and to real estate (the 'Collateral').

3.2. Perfection of Security Interest. The Issuer shall execute and deliver, or cause to be executed and delivered, such financing statements, continuation statements, and other documents, and take such other actions, as the Trustee may reasonably request from time to time to perfect and maintain the perfection of the security interest granted hereby in the Collateral.

ARTICLE IV: COVENANTS

4.1. General Covenants. The Issuer covenants and agrees with the Trustee and the holders of the Bonds as follows: (a) The Issuer shall duly and punctually pay the principal of, premium, if any, and interest on the Bonds in accordance with the terms thereof and of this Indenture. (b) The Issuer shall maintain its corporate existence and preserve its rights and franchises. (c) The Issuer shall comply with all applicable laws, rules, and regulations. (d) The Issuer shall keep proper books of record and account, in which true and correct entries shall be made. (e) The Issuer shall not, directly or indirectly, issue, incur, assume, guarantee, or otherwise become liable for any indebtedness other than as permitted by this Indenture. (f) The Issuer shall maintain insurance with reputable insurers against such casualties and contingencies and in such amounts as are customary for businesses similarly situated.

ARTICLE V: REDEMPTION PROVISIONS

5.1. Optional Redemption. The Bonds may be redeemed by the Issuer, at its option, in whole or in part, at any time or from time to time, upon not less than 5 days' nor more than 5 days' prior notice to the holders of the Bonds, at a redemption price equal to [Redemption Price Formula, e.g., 100% of the principal amount thereof, plus accrued and unpaid interest to the redemption date].

5.2. Notice of Redemption. Notice of redemption shall be given by mail to each holder of Bonds to be redeemed at its address appearing in the Security Register.

ARTICLE VI: EVENTS OF DEFAULT AND REMEDIES

6.1. Events of Default. Each of the following shall be an 'Event of Default' under this Indenture: (a) Default in the payment of the principal of or premium, if any, on any Bond when due, whether at maturity, upon redemption, or otherwise. (b) Default in the payment of any installment of interest on any Bond when due. (c) Default in the performance, or breach, of any other covenant or agreement of the Issuer in this Indenture or the Bonds that is not cured within [Cure Period] after written notice thereof. (d) The filing of a petition in bankruptcy or insolvency against the Issuer, or the commencement of any proceeding for the dissolution or liquidation of the Issuer.

6.2. Remedies Upon Event of Default. If an Event of Default shall occur and be continuing, the Trustee may, and upon the written request of the holders of not less than a majority in principal amount of the outstanding Bonds shall, declare the principal of all the Bonds to be immediately due and payable. Upon such declaration, such principal and accrued and unpaid interest shall become immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived by the Issuer.

ARTICLE VII: TRUSTEE'S DUTIES AND RIGHTS

7.1. No Trustee Duties. The Trustee undertakes no duties and shall have no responsibility whatsoever under this Indenture, except as expressly provided herein. The Trustee shall not be responsible for the accuracy of any representations or warranties made by the Issuer in this Indenture or in any other document delivered in connection herewith. The Trustee shall have no duty to monitor the Issuer's compliance with its covenants, verify the existence, value, or perfection of the Collateral, or take any action with respect to the Collateral unless specifically instructed by the holders of the Bonds and indemnified to its satisfaction.

7.2. Trustee's Rights. The Trustee shall be entitled to rely conclusively upon any document, certificate, or order believed by it to be genuine and to have been signed or presented by the proper person. The Trustee may consult with counsel of its selection and the advice of such counsel or any opinion of counsel shall be full and complete protection to the Trustee.

ARTICLE VIII: MISCELLANEOUS

8.1. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of [Governing Law State/Jurisdiction], without regard to its conflict of laws principles.

8.2. Amendments. This Indenture may be amended or supplemented by the Issuer and the Trustee, with the consent of the holders of not less than a majority in principal amount of the outstanding Bonds, provided that no such amendment shall, without the consent of each holder of an affected Bond, reduce the principal amount of or change the stated maturity of any Bond, or reduce the rate of or change the time for payment of interest on any Bond.

8.3. Successors and Assigns. All covenants and agreements in this Indenture by the Issuer shall bind its successors and assigns, whether so expressed or not. All covenants and agreements in this Indenture by the Trustee shall bind its successors and assigns, whether so expressed or not.

SIGNATURES

ISSUER: xyz trust

[Authorized Signatory Name]

Date: _____

TRUSTEE: [Trustee Name]

[Authorized Signatory Name]

Date: _____

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