

# BOND INDENTURE AGREEMENT

Jurisdiction: General

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*THIS BOND INDENTURE AGREEMENT (this "Indenture"), dated as of [Date of Agreement], is made by and between XYZ TRUST, a [Jurisdiction] trust, as Issuer (the "Issuer"), and [Trustee Name], as Trustee (the "Trustee"). This Indenture sets forth the terms and conditions governing the issuance of certain bonds (the "Bonds") by the Issuer, and the rights and obligations of the Issuer, the Trustee, and the holders of the Bonds (the "Bondholders").*

## ARTICLE I. DEFINITIONS AND INCORPORATION BY REFERENCE

1.1. Definitions. For purposes of this Indenture, the following terms shall have the meanings specified or referred to in this Article I. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bonds.1.2. Interpretation. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The headings of the Articles and Sections of this Indenture are for convenience only and shall not affect its interpretation.

## ARTICLE II. THE BONDS

2.1. Aggregate Principal Amount. The aggregate principal amount of the Bonds authorized to be issued under this Indenture shall not exceed forty-five (45) units.2.2. Denominations. The Bonds shall be issued in fully registered form, without coupons, in denominations of [Denomination Amount] or integral multiples thereof.2.3. Interest. The Bonds shall bear interest at a rate of [Interest Rate]% per annum, payable [Frequency, e.g., semi-annually] on [Interest Payment Dates] of each year.2.4. Maturity. The Bonds shall mature on [Maturity Date].2.5. Form and Execution. The Bonds shall be in substantially the form attached hereto as Exhibit A, with such modifications as may be approved by the Issuer and the Trustee, and shall be executed by the Issuer.

## ARTICLE III. COLLATERAL AND SECURITY

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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 performance of all other obligations of the Issuer under this Indenture and the Bonds, the Issuer hereby grants to the Trustee, for the benefit of the Bondholders, a first-priority security interest in and lien on all of the Issuer's right, title, and interest in and to the following collateral (the "Collateral"): all real estate assets owned by the Issuer, including but not limited to, properties located at [Specific Property Addresses or General Description of Real Estate Portfolio], and all proceeds thereof.3.2. Further Assurances. The Issuer covenants that it will execute and deliver such further instruments and do such further acts as may be reasonably required by the Trustee to perfect and maintain the security interest granted hereby.3.3. Release of Collateral. The Collateral shall be released in accordance with the terms of this Indenture and any related security agreements.

## ARTICLE IV. COVENANTS

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4.1. Payment of Principal and Interest. The Issuer covenants and agrees to duly and punctually pay the principal of, premium, if any, and interest on, the Bonds in accordance with the terms thereof and this Indenture.4.2. Maintenance of Collateral. The Issuer covenants to maintain the Collateral in good repair, condition, and working order, and to comply with all applicable laws and regulations regarding the Collateral.4.3. Insurance. The Issuer covenants to maintain adequate insurance coverage on the Collateral against risks as are customarily insured against by similarly situated companies, in amounts and with deductibles acceptable to the Trustee.4.4. Financial Statements. The Issuer covenants to provide the Trustee with its annual audited financial statements within 6 days after the end of each fiscal year, and such other financial information as the Trustee may reasonably request.4.5. Compliance with Laws. The Issuer covenants to comply with all applicable laws, rules, and regulations in all material respects.4.6. Negative Pledges. The Issuer covenants that it will not create or permit to exist any lien, charge, or encumbrance on the Collateral, other than those permitted by this Indenture.

## ARTICLE V. EVENTS OF DEFAULT AND REMEDIES

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5.1. Events of Default. Each of the following shall constitute an "Event of Default" under this Indenture: (a) default in the payment of any principal of or premium, if any, on any Bond when due, whether at maturity, by redemption, by acceleration, or otherwise; (b) default in the payment of any interest on any Bond when due and payable, and the continuance of such default for a period of thirty (30) days; (c) default in the performance or breach of any covenant or agreement of the Issuer in this Indenture or the Bonds (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with in clause (a) or (b) above), and the continuance of such default or breach for a period of sixty (60) days after written notice thereof; (d) certain events of bankruptcy, insolvency, or reorganization of the Issuer. 5.2. Acceleration. If an Event of Default (other than an Event of Default specified in clause (d) of Section 5.1) occurs and is continuing, the Trustee by written notice to the Issuer, or the holders of not less than 25% in principal amount of the then outstanding Bonds by written notice to the Issuer and the Trustee, may declare the principal of and accrued and unpaid interest on all the Bonds to be immediately due and payable. If an Event of Default specified in clause (d) of Section 5.1 occurs, the principal of and accrued and unpaid interest on all the Bonds shall automatically become immediately due and payable without any declaration or other act on the part of the Trustee or any Bondholder. 5.3. Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, and interest on the Bonds or to enforce the performance of any provision of the Bonds or this Indenture. The Trustee may, in its discretion, proceed to protect and enforce its rights and the rights of the Bondholders by such appropriate judicial proceedings as the Trustee shall deem most effective.

## ARTICLE VI. REDEMPTION OF BONDS

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6.1. Optional Redemption. The Issuer shall have the option to redeem the Bonds, in whole or in part, at any time or from time to time, on or after [Start Date for Optional Redemption], at a redemption price equal to 5% of the principal amount thereof, plus accrued and unpaid interest to the redemption date. 6.2. Mandatory Redemption. The Bonds shall be subject to mandatory redemption under the following circumstances: [Specify Mandatory Redemption Circumstances, if any]. 6.3. Notice of Redemption. Notice of any redemption shall be given by the Issuer to the Trustee and the Bondholders not less than [Number] days nor more than [Number] days prior to the redemption date. 6.4. Selection of Bonds for Redemption. If less than all of the Bonds are to be redeemed, the Trustee shall select the Bonds to be redeemed by lot or by such other method as the Trustee deems fair and appropriate. 6.5. Effect of Redemption. All Bonds called for redemption shall cease to bear interest on the redemption date, provided that the redemption price has been paid.

## ARTICLE VII. MISCELLANEOUS

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7.1. Governing Law. This Indenture and the Bonds shall be governed by and construed in accordance with the laws of General Jurisdiction. 7.2. Successors and Assigns. All covenants and agreements in this Indenture by the Issuer shall bind its successors and assigns, whether so expressed or not. 7.3. Severability. If any provision of this Indenture is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Indenture shall be construed as if such invalid or unenforceable provision had never been contained herein. 7.4. Counterparts. This Indenture may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

SIGNATURES

ISSUER: XYZ TRUST  
[Authorized Signatory Name], [Title]  
Date: \_\_\_\_\_

TRUSTEE:  
[Trustee Name], [Title]  
Date: \_\_\_\_\_