

# BOND INDENTURE AGREEMENT

Jurisdiction: General

Generated: July 8, 2024

*This Bond Indenture Agreement ("Agreement"), dated as of [Current Date], is made and entered into by and between xyz ("Issuer"), and [Trustee Name] ("Trustee"), as trustee for the benefit of the holders of the bonds issued hereunder. This Agreement sets forth the terms and conditions governing the issuance of [Number] bonds, the rights of the bondholders, the obligations of the Issuer, and the duties and responsibilities of the Trustee.*

## ARTICLE I. ISSUANCE OF BONDS

1.1. Principal Amount. The Issuer hereby authorizes the issuance of bonds in the aggregate principal amount of 1000000 (the "Bonds").1.2. Denomination and Form. The Bonds shall be issued in denominations of [Specify Denomination] and shall be in registered form without coupons.1.3. Interest Rate. The Bonds shall bear interest at a rate of [Specify Interest Rate]% per annum, payable [Specify Payment Frequency].1.4. Maturity Date. The Bonds shall mature on [Specify Maturity Date].

## ARTICLE II. COLLATERAL AND SECURITY

2.1. Grant of Security Interest. To secure the prompt and complete payment of the principal of, premium, if any, and interest on the Bonds, the Issuer hereby grants to the Trustee, for the benefit of the bondholders, a first-priority security interest in and lien upon the Land, as more fully described in Exhibit A attached hereto (the "Collateral").2.2. Perfection of Security Interest. The Issuer shall take all necessary actions to perfect and maintain the perfection of the security interest granted hereunder, including, without limitation, filing all appropriate financing statements and other documents.

## ARTICLE III. COVENANTS OF THE ISSUER

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3.1. Affirmative Covenants. The Issuer covenants and agrees to: (a) Maintain its corporate existence and good standing. (b) Pay the principal of and interest on the Bonds when due. (c) Keep proper books and records. (d) Provide the Trustee with financial statements as required. (e) Comply with all applicable laws and regulations.3.2. Negative Covenants. The Issuer covenants and agrees that it shall not: (a) Incur additional indebtedness unless permitted by this Agreement. (b) Create any lien on the Collateral other than as permitted herein. (c) Dispose of the Collateral except as permitted by this Agreement. (d) Amend its organizational documents in a manner materially adverse to bondholders. (e) xtz

## ARTICLE IV. EVENTS OF DEFAULT AND REMEDIES

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4.1. Events of Default. Each of the following shall constitute an "Event of Default" hereunder: (a) Failure to pay the principal of or interest on any Bond when due. (b) Breach of any covenant or agreement in this Agreement that is not cured within [Number] days after written notice. (c) Any representation or warranty made by the Issuer proving to be false or misleading in any material respect. (d) Insolvency or bankruptcy of the Issuer. (e) xtz.4.2. Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Trustee may, and upon the direction of the holders of a majority in principal amount of the outstanding Bonds shall, declare the principal of and accrued interest on all Bonds immediately due and payable. The Trustee may also exercise any other remedies available at law or in equity, including, without limitation, foreclosing on the Collateral.

## ARTICLE V. TRUSTEE'S DUTIES AND RIGHTS

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5.1. Duties of Trustee. The Trustee shall, prior to an Event of Default, perform such duties as are specifically set forth in this Agreement. In case of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs, specifically concerning the land.5.2. Rights of Trustee. The Trustee shall be entitled to reasonable compensation for its services and reimbursement for all expenses incurred in connection with its duties hereunder. The Trustee shall not be liable for any action taken or omitted by it in good faith and without negligence.

## ARTICLE VI. REDEMPTION PROVISIONS

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6.1. Optional Redemption. The Bonds may be redeemed at the option of the Issuer, in whole or in part, on any interest payment date beginning [Date], at a redemption price of [Redemption Price]% of the principal amount thereof, plus accrued and unpaid interest to the redemption date.6.2. Mandatory Redemption. joi6.3. Notice of Redemption. Notice of any redemption shall be given by mail not less than [Number] days nor more than [Number] days prior to the redemption date to the registered holders of the Bonds to be redeemed.

SIGNATURES

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Issuer

xyz

Date: \_\_\_\_\_

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Trustee

[Trustee Name]

Date: \_\_\_\_\_

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