

# Debt-to-Equity Swap Agreement

This DEBT-TO-EQUITY SWAP AGREEMENT ("Agreement") is made and entered into as of **[Date]**, by and between:

**[Creditor Name]**, with address at **[Creditor Address]** ("Creditor"),  
and  
**[Company Name]**, a company incorporated under the laws of **[Jurisdiction]**, with its registered office at **[Company Address]** ("Company").

## 1. Background

WHEREAS, the Company is indebted to the Creditor in the principal amount of **[Debt Amount]** (the "Debt");  
WHEREAS, the parties wish to settle the Debt by converting it into equity shares of the Company.

## 2. Conversion of Debt

Subject to the terms and conditions herein, the Creditor agrees to exchange the total Debt of **[Debt Amount]** for equity shares in the Company, as set forth below:

Debt Amount	[Debt Amount]
Conversion Price per Share	[Price per Share]
Number of Shares to be Issued	[Number of Shares]
Class/Type of Shares	[Share Class/Type]
Effective Date of Conversion	[Conversion Date]

## 3. Representations and Warranties

Each party represents and warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder.

## 4. Miscellaneous

- (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter herein.
- (b) Amendments to this Agreement shall be made in writing and signed by both parties.
- (c) This Agreement is governed by the laws of **[Jurisdiction]**.

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\_\_\_\_\_  
Creditor  
Name: [Creditor Name]  
\_\_\_\_\_

\_\_\_\_\_  
Company  
Name: [Authorized Signatory]  
Title: [Title]

## Important Notes:

- Legal and financial advice should be obtained prior to executing a debt-to-equity swap agreement.
- Regulatory and shareholder approvals may be required depending on jurisdiction and company bylaws.
- The conversion price of shares should be determined based on fair valuation methods.
- This sample is for reference only and should be tailored to specific circumstances and requirements.