

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **February 9, 2016**

Eagle Bulk Shipping Inc.
(Exact name of registrant as specified in its charter)

Republic of the Marshall Islands
(State or other jurisdiction of
incorporation)

001-33831
(Commission File Number)

98-0453513
(IRS employer identification no.)

477 Madison Avenue
New York, New York 10022
(Address of principal executive offices, including zip code)

(212) 785-2500
(Registrant's telephone number, including area code)

(Former Name or Former Address, if Changed Since Last Report): None

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

As previously reported in its Current Report on Form 8-K filed with the Securities and Exchange Commission on January 19, 2016 (the “January Form 8-K”), Eagle Bulk Shipping Inc. (the “Company”) entered into a Forbearance and Standstill Agreement (the “Forbearance Agreement”) by and among the Company, certain subsidiaries of the Company party to the Loan Agreement (as defined below) as guarantors (the “Guarantors”) and each lender under the Loan Agreement executing the Forbearance Agreement, which constitute the Majority Lenders (as defined in the Loan Agreement) (the “Specified Lenders”). The Company, the Guarantors, the Specified Lenders and the other banks and financial institutions party to the loan agreement as lenders (the “Lenders”), ABN AMRO Capital USA LLC, as agent for the Lenders and security trustee (the “Agent and Security Trustee”), are party to that certain Loan Agreement, dated as of October 9, 2014, and as amended by an Amending Agreement dated as of August 14, 2015 (as so amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

On February 9, 2016, the Company, the Guarantors, the Specified Lenders and the Agent and Security Trustee entered into Limited Waiver to the Loan Agreement and Amendment No. 2 to Forbearance and Standstill Agreement (“Amendment No. 2”). As a condition to the effectiveness of Amendment No. 2, the Company made the quarterly payment installment to the Lenders that was due on January 15, 2016 in the amount of \$3,906,250, which payment served to cure the related event of default under the Loan Agreement.

Pursuant to Amendment No. 2, the parties agreed to extend the Forbearance Period (as defined in the Forbearance Agreement and as described in the January Form 8-K, and as further amended by Amendment No. 1 to Forbearance and Standstill Agreement, dated as of February 1, 2016 (“Amendment No. 1”), and described in the Company’s Current Report on Form 8-K filed on February 2, 2016), which was extended under Amendment No. 1 to expire at 6:00 a.m. (New York City time) on February 9, 2016. As amended by Amendment No. 2, the Forbearance Period will be further extended and end at 6:00 a.m. (New York City time) on February 23, 2016, or on the earlier date of any of the following, as set forth in the Forbearance Agreement: (1) the occurrence of any event of default under the Loan Agreement other than a Specified Default (as defined in the Forbearance Agreement and as described in the January Form 8-K); (2) the failure by the Company and the Guarantors to comply with the covenants set forth in the Forbearance Agreement, which failure continues for more than two business days after written notice from the Specified Lenders or the Agent; or (3) the failure of the representations and warranties made by the Company and the Guarantors set forth in the Forbearance Agreement to be true and correct in any material respect as of the date made.

In addition, the Agent on behalf of the Majority Lenders, and the Agent and the Security Trustee, each in its individual capacity, agreed under Amendment No. 2 to waive the minimum liquidity covenant set forth in Clause 12.4 of the Loan Agreement until the earlier of (1) the occurrence of the Termination Date (as defined in the Forbearance Agreement) and (2) the Company’s failure, at any time, to maintain liquidity of not less than the greater of (a) \$14,187,500 and (b) \$322,443 per ship owned by each of the Guarantors (the “Temporary Minimum Liquidity”), so long as (i) at least 61.23% of the Temporary Minimum Liquidity consists of cash, other than any Interest Coverage Cure Amount (as defined in the Loan Agreement) and (ii) not more than 38.77% of the Temporary Minimum Liquidity is in the form of cash equivalents or undrawn credit lines of one or more of the Company or the Guarantors, in each case, with remaining maturity of at least one year (excluding the revolving credit facility under the Loan Agreement).

The Company, the Guarantors and the Specified Lenders entered into the Forbearance Agreement, Amendment No. 1 and Amendment No. 2 to provide the Company with time to evaluate potential financing alternatives to enhance its liquidity, with the objective of reaching agreement by the end of the Forbearance Period. The extension of the Forbearance Period and the amendment to the minimum liquidity covenant is intended to provide the Company with additional time and liquidity while discussions with certain of its shareholders and Lenders with respect to such financing alternatives are continuing; however, there can be no assurance that the Company will reach any agreement with any of its shareholders or Lenders to structure any potential financing by the end of the extended Forbearance Period, if at all, or that the Forbearance Agreement or Forbearance Period will be further extended.

The foregoing description of Amendment No. 2 does not purport to be complete and is subject to, and qualified, in its entirety by, the full text of Amendment No. 2 , which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Number</u>	<u>Exhibit</u>
10.1	Limited Waiver to the Loan Agreement and Amendment No. 2 to Forbearance and Standstill Agreement, dated as of February 9, 2016.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EAGLE BULK SHIPPING INC.
(registrant)

Dated: February 9, 2016

By: /s/ Adir Katzav
Name: Adir Katzav
Title: Chief Financial Officer

EXHIBIT INDEX

Number	Exhibit
10.1	Limited Waiver to the Loan Agreement and Amendment No. 2 to Forbearance and Standstill Agreement, dated as of February 9, 2016.

**SUBJECT TO FRE 408
PRIVILEGED AND
CONFIDENTIAL**

**LIMITED WAIVER TO THE LOAN AGREEMENT
AND
AMENDMENT NO. 2 TO
FORBEARANCE AND STANDSTILL AGREEMENT**

This LIMITED WAIVER TO THE LOAN AGREEMENT (as defined below) AND AMENDMENT NO. 2 TO THE FORBEARANCE AND STANDSTILL AGREEMENT (as defined below), dated as of February 9, 2016 (this "Waiver and Amendment"), is by and among Eagle Bulk Shipping Inc., a corporation incorporated and existing under the laws of the Republic of the Marshall Islands (the "Borrower"), the companies party to the Loan Agreement and the Forbearance Agreement as guarantors, each a limited liability company formed and existing under the laws of the Republic of the Marshall Islands (collectively, the "Guarantors" and, together with the Borrower, the "Obligors", and any one of them, individually, an "Obligor"), the banks and financial institutions party to the Loan Agreement as "Lenders" identified on the signature pages hereto and party to the Forbearance Agreement as "Specified Lenders" (such parties, constituting the Majority Lenders under and as defined in the Loan Agreement and all of the "Specified Lenders" under and as defined in the Forbearance Agreement, collectively, the "Specified Lenders", and any one of them, individually, a "Specified Lender"), ABN AMRO Capital USA LLC, as agent for the Lenders (in such capacity, the "Agent"), and ABN AMRO Capital USA LLC, as security trustee for the Lenders (in such capacity, the "Security Trustee" and together with the Agent, the Specified Lenders and the Obligors, collectively, the "Parties", and any one of them, individually, a "Party").

W I T N E S S E T H:

WHEREAS, the Borrower, the Guarantors, the Specified Lenders, the other banks and financial institutions party to the Loan Agreement as "Lenders" (collectively, the "Lenders", and together with the Agent and the Security Trustee, collectively, the "Lender Parties", and any one of them, individually, a "Lender Party"), the Agent and the Security Trustee are parties to that certain Loan Agreement dated as of October 9, 2014 and as amended by an Amendatory Agreement dated as of August 14, 2015 (as so amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, the Borrower, the Guarantors and the Specified Lenders are party to that certain Forbearance and Standstill Agreement, dated as of January 15, 2016 (as heretofore amended, restated, supplemented or otherwise modified and in effect prior to the date hereof, including by that certain Amendment No. 1 to Forbearance and Standstill Agreement, dated as of February 1, 2016, the "Existing Forbearance Agreement" and as modified and amended hereby and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Forbearance Agreement"); and

WHEREAS, the Borrower has requested that the Agent on behalf of and with the approval of the Majority Lenders, and the Agent and the Security Trustee in their own right, grant a temporary, limited waiver of the provisions of Clause 12.4 of the Loan Agreement on the terms and conditions set forth herein; and

WHEREAS, the Obligors have requested that the Specified Lenders make certain amendments to the Existing Forbearance Agreement on the terms and subject to the conditions set forth herein; and

WHEREAS, the Agent, the Security Trustee and the Specified Lenders have agreed to grant such waiver and make such amendments, as applicable, solely upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Existing Forbearance Agreement or the Loan Agreement and used herein shall have the respective meanings given to them in the Existing Forbearance Agreement or the Loan Agreement, as applicable.

2. Amendments to the Existing Forbearance Agreement.

(a) Amendment to Recital Paragraph of the Existing Forbearance Agreement. The date of "February 9, 2016" set forth in the sixth recital paragraph of the Existing Forbearance Agreement is hereby deleted in its entirety and "February 23, 2016" is inserted in lieu thereof.

(b) Amendment to Section 4 of the Existing Forbearance Agreement. Section 4 of the Existing Forbearance Agreement is hereby amended by adding the following clauses (c) and (d) at the conclusion thereof:

"(c) In furtherance of, and not as a limitation on, the Borrower's obligations in Section 4(a) above, the Borrower shall reimburse the Agent and Lender Parties for reasonable costs and expenses incurred in connection with (x) valuation experts and (y) one financial advisor for the Agent and Lenders Parties taken as a whole.

(d) The Borrower's obligations under Sections 4(a) and 4(c) shall survive the occurrence of the Termination Date."

3. Limited Waiver. Each of the Agent on behalf of and with the approval of the Majority Lenders, and the Agent and the Security Trustee in their own right, waives the provisions set forth in Clause 12.4 of the Loan Agreement; provided, that such waiver shall cease effective immediately, without requirement of any demand, presentment, protest of any kind, all of which each of the Obligors hereby waives, upon the earlier of (i) the occurrence of the Termination Date (as defined in the Forbearance Agreement) and (ii) the Borrower's failure, at any time, to maintain Liquidity, including all amounts on deposit with any bank, of not less than the greater of (x) \$14,187,500 and (y) \$322,443 per Ship (the "Temporary Minimum Liquidity"); provided, further, that (A) at least 61.23% of the Temporary Minimum Liquidity shall consist of cash held in the Liquidity Account, other than any Interest Coverage Cure Amount, and (B) not more than 38.77% of the Temporary Minimum Liquidity may be in the form of Cash Equivalents or undrawn credit lines of one or more Security Parties, in each case, with remaining maturity of at least 1 year (excluding the Revolving Credit Facility). For avoidance of doubt, the availability under the Revolving Credit Facility can be used for the Temporary Minimum Liquidity calculation subject to the limitations set forth in the preceding sentence. Each of the Specified Lenders party hereto, collectively representing at least the Majority Lenders, hereby authorize and direct the Agent and the Security Trustee to execute, deliver and comply with the provisions of this Waiver and Amendment.

4. Representations and Warranties. Each Obligor hereby represents and warrants to the Lender Parties as of the date hereof as follows:

(a) Such Obligor (i) is duly incorporated or formed and validly existing and in good standing under the law of its jurisdiction of incorporation or formation and (ii) is duly qualified and in good standing as a foreign company in each other jurisdiction in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed except where, in each case, the failure to so qualify or be licensed and be in good standing could not reasonably be expected to have a Material Adverse Effect or which may affect the legality, validity, binding effect or enforceability of this Waiver and Amendment or the Forbearance Agreement.

(b) Such Obligor has the capacity and has taken all action, if applicable, and no consent of any person is required, for it to execute this Waiver and Amendment and to comply with its obligations hereunder. This Waiver and Amendment has been duly executed and delivered on behalf of each Obligor.

(c) This Waiver and Amendment constitutes the legal, valid and binding obligations of each Obligor enforceable against it in accordance with their respective terms, subject to any relevant insolvency laws affecting creditors' rights generally.

(d) The execution of this Waiver and Amendment by each Obligor and compliance by each Obligor herewith will not result in a contravention of (i) any law or regulation, (ii) the constitutional documents of any Obligor or (iii) any contractual or other obligation or restriction which is binding on any Obligor or any of its assets.

(e) Other than the Specified Defaults, no Potential Event of Default or Event of Default has occurred and is continuing as of the date hereof.

5. Reaffirmation and Grant of Security Interests; Reaffirmation of Guarantee.

(a) Each Obligor has created Security Interests in favor of the Security Trustee, on behalf of the Lenders and the Swap Banks, on the Collateral as provided in the Finance Documents. Each Obligor hereby acknowledges that it has reviewed the terms and provisions of this Waiver and Amendment and confirms that each Finance Document to which it is a party (or is otherwise bound by) and all Collateral encumbered thereby will continue to guarantee or secure to the fullest extent possible in accordance with the Finance Documents and applicable law, the payment and performance of the Secured Liabilities.

(b) Each Obligor acknowledges and agrees that, except as expressly set forth in this Waiver and Amendment and the Forbearance Agreement, any of the Finance Documents to which it is a party or is otherwise bound by shall continue in full force and effect and that all of its obligations thereunder shall be legal, valid and binding obligations of each Obligor, enforceable against such Obligor in accordance with their terms, subject to any relevant insolvency laws affecting creditors' rights generally, and shall not be impaired or limited by the execution or effectiveness of this Waiver and Amendment or the Forbearance Agreement.

(c) By executing this Waiver and Amendment, each Guarantor hereby acknowledges, consents and agrees that all of its obligations and liabilities under the provisions of each Finance Document to which it is a party remain in full force and effect, and that the execution and delivery of this Waiver and Amendment and the Forbearance Agreement and any and all documents executed in connection herewith or therewith shall not alter, amend, reduce or modify any of its obligations or liabilities under Clause 16 of the Loan Agreement or any other provision of any Finance Documents to which it is a party.

6. No Waivers. Other than this Waiver and Amendment and the Forbearance Agreement, no settlement, agreement or understanding (A) entered into with respect to the Finance Documents or (B) purporting to amend, modify or qualify the Finance Documents or to waive any rights or obligations set forth therein shall constitute a legally binding agreement or contract, or have any force or effect whatsoever, unless and until signed, or specifically agreed, pursuant to the terms and conditions of Clause 28.1 of the Loan Agreement.

7. Effectiveness; Conditions Precedent. This Waiver and Amendment shall become effective as of the date hereof if, and only if, the following conditions precedent shall have been satisfied:

(a) the Agent shall have received on behalf of the Lenders a payment from the Borrower in the amount of \$3,906,250, which payment serves to cure the Payment Default as of the date of such payment, which such payment the Obligors agree is fully earned, without set-off or counterclaim and is non-refundable and irrevocable; and

(b) each of the Borrower, each of the Guarantors, each of the Specified Lenders constituting the Majority Lenders, the Agent and the Security Trustee shall have executed and delivered a copy hereof.

8. Release. Each Obligor, each Obligor's respective successors-in-title, legal representatives, and assignees and, to the extent the same is claimed by right of, through, or under any Obligor, their past, present, and future employees, agents, representatives, officers, directors, shareholders, and trustees, do hereby forever remise, release, and discharge each Lender Party, and each Lender Party's respective successors-in-title, affiliates, subsidiaries, legal representatives, and assignees, past, present, and future officers, directors, shareholders, trustees, agents, employees, consultants, experts, advisors, attorneys, and other professionals (collectively, the "Lender Group"), from any and all manner of action and actions, cause and causes of action, defenses, counterclaims, setoffs, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, damages, judgments, expenses, executions, liens, claims of liens, claims of costs, penalties, attorneys' fees, or any other compensation, recovery, or relief (including subordination of claims) (collectively, "Claims") on account of any loss, liability, obligation, demand, or cause of action of whatever nature relating to, arising out of, or in connection with the Loan Agreement or any other Finance Document, including, but not limited to, acts, omissions to act, actions, negotiations, discussions, and events resulting in the finalization and execution of this Waiver and Amendment or the Forbearance Agreement, as, among, and between the Obligors and the Lender Parties, such Claims whether now accrued and whether now known or hereafter discovered, from the beginning of time through the date hereof, and specifically including, without any limitation, any claims of liability asserted or that could have been asserted with respect to, arising out of, or in any manner whatsoever connected directly or indirectly with any "lender liability-type" claim.

9. No Challenge. The Obligors agree that their obligations under the Finance Documents, this Waiver and Amendment and the Forbearance Agreement are legal, valid and binding obligations of each Obligor, enforceable against such Obligor in accordance with their terms, subject to any relevant insolvency laws affecting creditors' rights generally.

10. Miscellaneous.

(a) The provisions of this Waiver and Amendment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns (as and to the extent assignment is permitted in accordance with the Forbearance Agreement and the Loan Agreement), and shall be governed by the laws of the State of New York, without giving effect to the principles of conflicts of law thereof. This Waiver and Amendment is a Finance Document. The terms of this Waiver and Amendment may not be changed, waived, discharged, or terminated orally, but only by an instrument or instruments in writing, signed by the Party sought to be bound. This Waiver and Amendment may be executed in one or more counterparts, each of which shall constitute an original. Each Party executing this Waiver and Amendment represents and warrants that it has the authority to do so and that the person signing on behalf of each Party has been authorized to do so.

(b) Each of the Borrower and each Guarantor hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York County, and any appellate court thereof, in any action or proceeding arising out of or relating to this Waiver and Amendment, and each of the Borrower and each Guarantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State Court or, to the extent permitted by law, in such Federal court.

(c) This Waiver and Amendment shall not constitute a binding agreement unless and until all conditions precedent to the effectiveness of this Waiver and Amendment have been met.

(d) Unless expressly stated herein, this Waiver and Amendment shall be solely for the benefit of the Parties and no other person or entity shall be a third party beneficiary hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Waiver and Amendment to be duly executed and delivered as of the date first above written.

EAGLE BULK SHIPPING INC., a corporation
incorporated and existing under the laws of the Republic
of the Marshall Islands, as Borrower

By: /s/ Adir Katzav
Name: Adir Katzav
Title: Chief Financial Officer

[Signature Page to Limited Waiver and Amendment No. 2]

AVOCET SHIPPING LLC
BITTERN SHIPPING LLC
CANARY SHIPPING LLC
CARDINAL SHIPPING LLC
CONDOR SHIPPING LLC
CRANE SHIPPING LLC
CRESTED EAGLE SHIPPING LLC
CROWNED EAGLE SHIPPING LLC
EGRET SHIPPING LLC
FALCON SHIPPING LLC
GANNET SHIPPING LLC
GOLDEN EAGLE SHIPPING LLC
GOLDENEYE SHIPPING LLC
GREBE SHIPPING LLC
HARRIER SHIPPING LLC
HAWK SHIPPING LLC
IBIS SHIPPING LLC
IMPERIAL EAGLE SHIPPING LLC
JAEGER SHIPPING LLC
JAY SHIPPING LLC
KESTREL SHIPPING LLC
KITE SHIPPING LLC
KITTIWAKE SHIPPING LLC
KINGFISHER SHIPPING LLC
MARTIN SHIPPING LLC
MERLIN SHIPPING LLC
NIGHTHAWK SHIPPING LLC
ORIOLE SHIPPING LLC
OSPREY SHIPPING LLC
OWL SHIPPING LLC
PEREGRINE SHIPPING LLC
PETREL SHIPPING LLC
PUFFIN SHIPPING LLC
REDWING SHIPPING LLC
ROADRUNNER SHIPPING LLC
SANDPIPER SHIPPING LLC
SHRIKE SHIPPING LLC
SKUA SHIPPING LLC
SPARROW SHIPPING LLC
STELLAR EAGLE SHIPPING LLC
TERN SHIPPING LLC
THRASHER SHIPPING LLC
THRUSH SHIPPING LLC
WOODSTAR SHIPPING LLC
WREN SHIPPING LLC, as Guarantors

By: /s/ Adir Katzav

Name: Adir Katzav

Title: Attorney-in-fact

ABN AMRO CAPITAL USA LLC, as Agent and
Security Trustee

By: 
Name: 
Title:  Director


Eric E. Altmann
Managing Director

ABN AMRO CAPITAL USA LLC, as a Specified
Lender

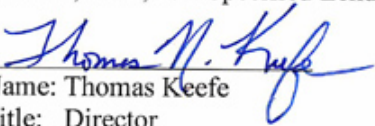
By: 

Name: Rajbir Talwar

Title: Director


Eric E. Altmann
Managing Director

CIT BANK, N.A., as a Specified Lender

By: 
Name: Thomas Keefe
Title: Director

[Signature Page to Limited Waiver and Amendment No. 2]

CREDIT AGRICOLE CORPORATE AND
INVESTMENT BANK, as a Specified Lender

By: 

Name: Jerome DUVAL

Title: Managing Director

By: 

Name: Yannick LE GOURIERES

Title: Director

DEUTSCHE BANK AG FILIALE
DEUTSCHLANDGESCHÄFT, as a Specified
Lender

By: 

Name: 

Title: 

(Seefeld)
Director

[Signature Page to Limited Waiver and Amendment No. 2]

SKANDINAVISKA ENSKILDA BANKEN AB
(PUBL), as a Specified Lender

By:

Name:

Title: **Arne Juell-Skielse**

Helene Hellners