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): **October 9, 2014**

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

Republic of the Marshall Islands	**001-33831**	**98-0453513**
(State or other jurisdiction of incorporation or organization)	*(Commission File Number)*	*(IRS employer identification no.)*
477 Madison Avenue **New York, New York** *(Address of principal executive offices)*		**10022** *(Zip Code)*

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

(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))

INTRODUCTORY NOTE

On August 6, 2014, Eagle Bulk Shipping Inc. (the "Company") commenced a voluntary prepackaged case (the "Prepackaged Case") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), Case No. 14-12303. Capitalized terms used but not defined in this report on Form 8-K shall have the meanings given to them in the Plan (defined below).

On September 22, 2014, the Court entered an order [Docket No. 112] (the "Confirmation Order") confirming the *Debtor's Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 15] (the "Plan"). The Plan incorporates by reference certain documents filed with the Court as part of the "Plan Supplement." The Plan, all documents included in the Plan Supplement, and the Confirmation Order are available free of charge at www.eaglebulkrestructuring.com.

Copies of the Confirmation Order and the Plan were attached as Exhibits 2.1 and 2.2, respectively, to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on September 26, 2014, and are incorporated by reference herein.

On October 15, 2014 (the "Effective Date"), the Company completed its balance sheet restructuring and emerged from Chapter 11 through a series of transactions contemplated by the Plan, and the Plan became effective pursuant to its terms. Beginning on October 15, 2014, the Company served notice of the occurrence of the Effective Date on its creditors and former equity interest holders.

Key components of the Plan included:

- Entry into a new senior secured credit facility as of October 9, 2014, in the amount of $275 million (inclusive of a $50 million revolving credit facility), as discussed more fully below.

- The cancellation of all outstanding Equity Interests in the Company as of the Effective Date, with the current holders of such Equity Interests (other than the Consenting Lenders on account of Amended Lender Warrants or shares of common stock received upon conversion of the Amended Lender Warrants) receiving (i) shares of New Eagle Common Stock equal to 0.5% of the total number of shares of New Eagle Common Stock issued and outstanding on the Effective Date (subject to dilution by the Management Incentive Program and the New Eagle Equity Warrants), and (ii) an aggregate of 3,040,540 New Eagle Equity Warrants. Each New Eagle Equity Warrant will have a 7-year term (commencing on the Effective Date) and will be exercisable for one share of New Eagle Common Stock (subject to adjustment as set forth in the Warrant Agreement).

- The extinguishment of all loans and other obligations under the Prepetition Credit Facility as of the Effective Date, with the current holders thereof receiving (i) new shares of the reorganized Company's common stock equal to 99.5% of the total number of shares of New Eagle Common Stock issued and outstanding on the effective date, subject to dilution by the New Eagle Equity Warrants and the Management Incentive Program, and (ii) the Prepetition Credit Facility Cash Distribution. On the Effective Date, the Prepetition Credit Facility was terminated, and the liens and mortgages thereunder were released.

- All claims of unsecured creditors were unaffected and will be paid in full in the ordinary course.

- The establishment of a Management Incentive Program that provides senior management and certain other employees of the reorganized Company with 2% of the New Eagle Common Stock (on a fully diluted basis) on the Effective Date, and two tiers of options to acquire 5.5% of the New Eagle Common Stock (on a fully diluted basis) with different strike prices based on the equity value for the reorganized Company and a premium to the equity value, each of the foregoing to vest generally over a four year schedule through 25% annual installments commencing on the first anniversary of the Effective Date. The Management Incentive Program also provides for the reservation of certain additional shares for future issuance thereunder, as further described in the Plan.

Item 1.01. Entry into a Material Definitive Agreement.

Exit Financing Facility

On October 9, 2014, the Company entered into a Loan Agreement (the "Exit Financing Facility") with certain lenders (the "Lenders"). The Exit Financing Facility is in the amount of $275 million, including a $50 million undrawn revolving credit facility, and matures on October 15, 2019. Amounts drawn under the Exit Financing Facility bear interest at a rate of LIBOR plus a margin (the "Margin") ranging between 3.50% and 4.00% per annum. The revolving credit facility is subject to an annual commitment fee of 40% of the Margin.

The Company's obligations under the Exit Financing Facility will be secured by a first priority mortgage on each of the vessels in its fleet and such other vessels that it may from time to time include with the approval of the Lenders, a first assignment of its earnings account, its liquidity account and its vessel-owning subsidiaries' earnings accounts, a first assignment of all charters (having a term which may exceed 18 months), freights, earnings, insurances, requisition compensation and management agreements with respect to the vessels and a first priority pledge of the membership interests of each of its vessel-owning subsidiaries. The Company may grant additional security to the Lenders from time to time in the future.

The Exit Financing Facility contains financial covenants requiring the Company, among other things, to ensure that: the aggregate market value of the vessels in the Company's fleet at all times does not fall below between 150% and 165% of the aggregate principal amount of debt outstanding under the Exit Financing Facility; the total financial indebtedness of the Company and all of its subsidiaries on a consolidated basis divided by the sum of (i) the total shareholders' equity for the Company and all of its subsidiaries (minus goodwill and other non-tangible items) and (ii) the total financial indebtedness of the Company and all of its subsidiaries on a consolidated basis, shall not be more than 0.65; the aggregate of the Company's and its subsidiaries' EBITDA will not be less than 2.5x of the aggregate amount of interest incurred and net amounts payable under interest rate hedging arrangements during the relevant particular period; and the Company maintains a minimum liquidity of not less than the greater of (i) $20,000,000 and (ii) $500,000 per vessel in the Company's fleet. In addition, the Exit Financing Facility also imposes operating restrictions on the Company including limiting the Company's ability to, among other things: pay dividends; incur additional indebtedness; create liens on assets; acquire and sell capital assets (including vessels); merge or consolidate with, or transfer all or substantially all of the Company's assets to, another person; enter into a new line of business.

The Exit Financing Facility also includes customary events of default, including those relating to a failure to pay principal or interest, a breach of covenant, representation or warranty, a cross-default to other indebtedness and non-compliance with security documents. Further, there would be a default if any event occurs or circumstances arise in light of which, in the Lenders' judgment, there is significant risk that the Company is or would become insolvent. The Company is not permitted to pay dividends if there is a default or a breach of a loan covenant under the Exit Financing Facility or if the payment of the dividends would result in a default or breach of a loan covenant. Indebtedness under the Exit Financing Facility may also be accelerated if the Company experiences a change of control.

The foregoing summaries are qualified in their entirety by reference to the Exit Financing Facility (together with the various forms of security agreements included as exhibits thereto) attached hereto as Exhibit 10.1 and incorporated herein by reference.

Registration Rights Agreement

On the Effective Date, and in accordance with the Plan, the Company and the Registration Rights Parties entered into the Registration Rights Agreement. The Registration Rights Agreement provided the Registration Rights Parties with demand and piggyback registration rights.

The foregoing summary is qualified in its entirety by reference to the Registration Rights Agreement attached hereto as Exhibit 10.2, and incorporated herein by reference.

New Eagle Equity Warrant Agreement

On the Effective Date, and in accordance with the Plan, the New Eagle Equity Warrants were issued pursuant to the terms of the New Eagle Equity Warrant Agreement. Each New Eagle Equity Warrant has a 7-year term (commencing on the Effective Date) and are exercisable for one share of New Eagle Common Stock (subject to adjustment as set forth in the Warrant Agreement). The New Eagle Equity Warrants are exercisable at an exercise price of $27.82 per share (subject to adjustment as set forth in the Warrant Agreement). The New Eagle Equity Warrant Agreement contains customary anti-dilution adjustments in the event of any stock split, reverse stock split, stock dividend, reclassification, dividend or other distributions (including, but not limited to, cash dividends), or business combination transaction.

The New Eagle Equity Warrants were distributed to holders of the old Equity Interests of the Company (other than the Consenting Lenders on account of Amended Lender Warrants or shares received upon conversion of the Amended Lender Warrants), which were cancelled as of the Effective Date. Equity Interests of the Company issued to directors, officers and employees of the Company under compensatory plans that were unvested as of the Effective Date were deemed vested automatically on the Effective Date, so that all New Eagle Equity Warrants received in exchange therefor were deemed vested.

The foregoing summary is qualified in its entirety by reference to the New Eagle Equity Warrant Agreement attached hereto as Exhibit 10.3, and incorporated herein by reference.

Amendment to Delphin Agreement

The Company, as Manager, and Delphin Shipping LLC ("Delphin") were previously parties to a vessel management agreement pursuant to which the Company provided vessel technical management supervision services and vessel commercial management services to Delphin. On the Effective Date, the management agreement was amended and restated (as so amended and restated, the "Delphin Management Agreement"). Under the Delphin Management Agreement, the Company will continue to supply vessel technical vessel management supervision services and commercial vessel management services to Delphin and vessel owning subsidiaries of Delphin. Such services will continue to be provided for dry bulk vessels owned by Delphin. The nature of the technical vessel management services and the commercial vessel management services to be provided by the Company are set forth in the Delphin Management Agreement. The technical management fee under the Delphin Management Agreement shall be $700 per vessel per day. The commercial management fee shall be 1.25% of charter hire; provided, however, that no commercial management fee shall be payable with respect to charter hire that is earned while a vessel is a member of a pool and with respect to which a fee is paid to the pool manager.

The Delphin Management Agreement contains an acknowledgement that the Company may have a conflict in pursuing charter opportunities for Delphin's vessels and provides a means for dealing which such conflict. The initial term of the Delphin Management Agreement is one year from the Effective Date. The Delphin Management Agreement is thereafter renewable for successive one year terms at the option of Delphin. The Delphin Management Agreement also contains certain termination events in favor of each of Delphin and the Company.

The foregoing summary is qualified in its entirety by reference to the Delphin Management Agreement attached hereto as Exhibit 10.4, and incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

The Prepetition Credit Facility was terminated and the liens and mortgages related thereto were released on the Effective Date in accordance with the Plan. See the related disclosure in the Introductory Note, which is incorporated by reference in this Item 1.02.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure contained under the heading "*Exit Financing Facility*" in Item 1.01 above is incorporated by reference into this Item 2.03.

Item 3.02. Unregistered Sale of Equity Securities.

Starting on October 15, 2014, the reorganized Company caused to be distributed (i) to the holders of the Prepetition Credit Facility Claims, approximately 37,312,500 shares of New Eagle Common Stock, representing approximately 99.5% of the total shares of New Eagle Common Stock issued and outstanding on the Effective Date (subject to dilution by the New Eagle Equity Warrants, and the shares and stock options issued under the Management Incentive Program), and (ii) to the holders of old Equity Interests of the Company, approximately 187,500 shares representing approximately 0.50% of the total shares of New Eagle Common Stock issued and outstanding on the Effective Date (subject to dilution by the New Eagle Equity Warrants, and the shares and stock options issued under the Management Incentive Program).

Also on October 15, 2014, the reorganized Company issued 3,040,540 New Eagle Equity Warrants, each of which is initially exercisable for one share of New Eagle Common Stock, and which in the aggregate are initially exercisable for 3,040,540 shares of New Eagle Common Stock (subject to dilution by the Management Incentive Program), to the holders of the old Equity Interests of the Company.

The offering of the New Eagle Common Stock and the New Eagle Equity Warrants, including the New Eagle Common Stock issuable upon the exercise thereof, under Article III of the Plan is exempt from the registration requirements of section 5 of the Securities Act of 1933, as amended (the "Securities Act") and other applicable law requiring registration of an offer or sale of securities under section 4(a)(2) of the Securities Act. The Company has complied with the applicable requirements of section 4(a)(2) of the Securities Act. Specifically, the Company has confirmed to its reasonable satisfaction that each offeree is an "accredited investor" (as defined in Rule 501 of Regulation D under the Securities Act), and the manner in which the Company conducted such offering did not otherwise constitute a general solicitation

The issuance and distribution of the New Eagle Common Stock and the New Eagle Equity Warrants, including the New Eagle Common Stock issuable upon the exercise thereof, under Article III of the Plan are exempt from the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration of an offer or sale of securities under section 1145(a) of the Bankruptcy Code, except with respect to certain persons who are or may be deemed to be affiliates of the reorganized Company, each of whom is an accredited investor, as defined in Regulation D under the Securities Act, and to whom New Eagle Common Stock or New Eagle Equity Warrants were issued pursuant to Section 4(a)(2) of the Securities Act.

Item 3.03. Material Modifications to the Rights of Security Holders.

The disclosure contained in Item 5.03 below with respect to the Second Amended Articles and Second Amended Bylaws is incorporated by reference into this Item 3.03.

Item 5.01. Changes in Control of Registrant.

The disclosure contained in the Introductory Note and Item 3.02 above with respect to the cancellation of the old Equity Interests of the Company and the issuance of the New Eagle Common Stock as provided in the Plan is incorporated by reference in this Item 5.01. In addition, the disclosure contained in Item 5.02 below concerning the change in the directors of the Company as of the Effective Date is incorporated by reference in this Item 5.01.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure and Appointment of Directors

As of the Effective Date, as provided in the Plan, the members of the Company's board of directors prior to the Effective Date ceased to be directors of the reorganized Company except for Sophocles N. Zoullas (who will remain as Chief Executive Officer and Chairman of the Board of Directors). In addition to Mr. Zoullas, the initial members of the reorganized Company's new board of directors consist of Randee E. Day, Justin A. Knowles, Paul M. Leand Jr., Stanley H. Ryan, Bart Veldhuizen and Gary Weston.

Chief Executive Officer Employment Agreement

In accordance with the Plan, the Company entered into the New CEO Employment Agreement with Sophocles Zoullas to continue to serve as the Chief Executive Officer of the Company, effective as of the Effective Date.

The New CEO Employment Agreement provides for an initial term from the Effective Date until June 18, 2017, subject to automatic one-year renewals at the end of the initial term, unless earlier terminated or unless either party provides written notice of non-renewal 90 days prior to the expiration of the applicable term. Mr. Zoullas is entitled to receive an annual base salary of not less than $850,000.

During the calendar years 2014 and 2015, Mr. Zoullas will be eligible to receive an annual cash bonus award with a target bonus opportunity of 50% of base salary and a maximum bonus opportunity of 75% of base salary, based on the achievement of performance goals set by the Compensation Committee of the Company.

On the Effective Date, the Company granted Mr. Zoullas 540,540 shares of New Eagle MIP Primary Equity and New Eagle MIP Options exercisable for 675,676 shares at an exercise price of $18 and 810,811 shares at an exercise price of $25.25 on the Effective Date under the Management Incentive Program (the "Equity Award"). Mr. Zoullas will receive in the aggregate not less than 60% of the total compensation to be awarded under the Management Incentive Program.

Upon a termination of employment by the Company without cause or by Mr. Zoullas for good reason, Mr. Zoullas will be entitled to severance payments, comprised of the following: (i) accrued compensation and benefits, (ii) a cash payment equal to the sum of two times (x) his base salary plus (y)(1) 62.5% of his base salary if such termination is the first two calendar years following the Effective Date or (2) 100% of his base salary if such termination is at any time thereafter, to be paid in a lump sum sixty days following termination, (iii) continued medical and life insurance benefits to Mr. Zoullas and his dependents for two years; and (iv) accelerated vesting of the portion of the Equity Award which would vest had Mr. Zoullas remained employed for an additional year, provided that Mr. Zoullas will vest in no less than the amount Mr. Zoullas would have vested in had he been employed for two years following the Effective Date. In general, and except in the case of termination of employment due to death or disability, the foregoing severance payments and other benefits are subject to Mr. Zoullas executing and delivering a release to the Company within 52 days following termination of employment (with all periods for revocation therein having expired).

In addition, if any payment to Mr. Zoullas is subject to an excise tax by virtue of Section 280G of the Code, then such amounts will be reduced such that no such amount would be subject to such excise tax if the total after-tax amount Mr. Zoullas would receive after such reduction is in excess of the after-tax amount Mr. Zoullas would receive absent such a reduction.

Pursuant to the New CEO Employment Agreement, Mr. Zoullas is subject to certain restrictive covenants, including a non-compete and a non-solicitation provision, in each case, for a period of 12 months following termination of employment.

The foregoing summary is qualified in its entirety by reference to the New CEO Employment Agreement attached hereto as Exhibit 10.5, and incorporated herein by reference.

Management Incentive Program

On the Effective Date, in accordance with the Plan, the Company adopted the post-emergence Management Incentive Program, which provides for the distribution of New Eagle MIP Primary Equity in the form of shares of New Eagle Common Stock, and New Eagle MIP Options, to the participating senior management and other employees of the reorganized Company. The New Eagle MIP Primary Equity is subject to vesting, but the holder thereof is entitled to receive all dividends paid with respect to such shares as if such New Eagle MIP Primary Equity had vested on the grant date (subject to forfeiture by the holder in the event that such grant is terminated prior to vesting unless the administrator of the Management Incentive Program determines otherwise). The New Eagle MIP Options will contain adjustment provisions to reflect any transaction involving shares of New Eagle Common Stock, including as a result of any dividend, recapitalization, or stock split, so as to prevent any diminution or enlargement of the holder's rights under the award.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In accordance with the Plan, on the Effective Date, the Company amended and restated its Articles of Incorporation (as so amended and restated, the "Second Amended Articles") and its By-laws (as so amended and restated, the "Second Amended By-Laws").

Under the Second Amended Articles, the Company's authorized capital stock consists of 150,000,000 shares of common stock, par value $0.01 per share. Each outstanding share of common stock entitles the holder to one vote on all matters submitted to a vote of shareholders. The common stock has the right to vote for the election of directors and for all other purposes. Other classes or series of the Company's capital stock may exist, which would be entitled to vote generally in the election of directors (together with the common stock, the "Voting Stock"). The common stock votes together as a single class.

As described more fully below, the Company is also authorized to issue shares of blank check preferred stock, par value $0.01 per share, subject to limitations set forth in the Second Amended Articles.

The Company's directors are elected by a plurality of the votes cast by stockholders entitled to vote. There is no provision for cumulative voting. Directors will hold office until the next annual meeting of shareholders and until a successor has been elected and qualified, subject to prior death, resignation, retirement, disqualification or removal from office.

Subject to preferences that may be applicable to any outstanding shares of preferred stock, if any, holders of shares of common stock are entitled to receive, ratably, all dividends, if any, declared by the board of directors out of funds legally available for dividends. Upon the dissolution or liquidation of the Company or the sale of all or substantially all the Company's assets, after payment in full of all amounts required to be paid to creditors and to holders of preferred stock having liquidation preferences, if any, the holders of the Company's common stock will be entitled to receive, pro rata, the remaining assets of the Company available for distribution. Holders of common stock do not have conversion, redemption or preemptive rights to subscribe to any of the Company's securities. The rights, preferences and privileges of holders of common stock are subject to the rights of the holders of any shares of preferred stock, which the Company may issue in the future.

Several provisions of the Second Amended Articles and Second Amended By-Laws, which are summarized below, may have anti-takeover effects. These provisions are intended to avoid costly takeover battles, lessen the Company's vulnerability to a hostile change of control and enhance the ability of the board of directors to maximize shareholder value in connection with any unsolicited offer to acquire the Company. However, these anti-takeover provisions, which are summarized below, could also discourage, delay or prevent (1) the merger or acquisition of the Company by means of a tender offer, a proxy contest or otherwise that a shareholder may consider in its best interest and (2) the removal of incumbent officers and directors.

Blank Check Preferred Stock

Under the terms of the Second Amended Articles and Second Amended By-Laws, the board of directors has authority, without any further action or vote by the stockholders, to issue shares of blank check preferred stock; provided that the total shares of blank check preferred stock that may be issued by the Company shall in no event have an aggregate liquidation preference of more than $300,000,000.00. The board of directors may issue shares of preferred stock on terms calculated to discourage, delay or prevent a change of control of the Company or the removal of management.

Election and Removal of Directors

The Second Amended Articles prohibit cumulative voting in the election of directors. The Second Amended By-laws require parties other than the board of directors to give advance written notice of nominations for the election of directors. The Second Amended Articles also provide that directors may only be removed for cause upon the affirmative vote of a majority of the outstanding shares of capital stock entitled to vote for the election of directors. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board of directors for any reason may only be filled by a majority of the directors then in office, even if less than a quorum exists.

Stockholder Meetings

The Second Amended Articles and the Second Amended By-Laws provide that any action required or permitted to be taken by shareholders must be effected at a duly called annual or special meeting of shareholders. Except as otherwise mandated by law, stockholders may not act by written consent.

Under the Second Amended By-Laws, annual stockholder meetings will be held at a time and place selected by the board of directors. The meetings may be held in or outside of the Marshall Islands.

The Second Amended Articles and the Second Amended By-Laws provide that, except as otherwise required by law, special meetings of shareholders may be called at any time only by (i) the lead director (if any), (ii) the chairman of the board of directors, (iii) the board of directors pursuant to a resolution duly adopted by a majority of the board stating the purpose or purposes thereof, or (iv) any one or more shareholders who beneficially owns, in the aggregate, 15% or more of the aggregate voting power of all then-outstanding shares of Voting Stock.. The notice of any such special meeting is to include the purpose or purposes thereof, and the business transacted at the special meeting is limited to the purpose or purposes stated in the notice (or any supplement thereto). These provisions may impede the ability of stockholders to bring matters before a special meeting of stockholders.

The board of directors may set a record date between 15 and 60 days before the date of any meeting to determine the stockholders that will be eligible to receive notice and vote at the meeting.

Advance Notice Requirements for Shareholder Proposals and Director Nominations

The Second Amended By-Laws provide that stockholders seeking to nominate candidates for election as directors or to bring business before an annual meeting of stockholders must provide timely notice of their proposal in writing to the corporate secretary. To be timely, a stockholder's notice will have to be received at the Company’s principal executive offices not less than 60 days nor more than 90 days prior to the anniversary date of the immediately preceding annual meeting of shareholders; provided, however, that in the event that the annual meeting is called for a date that is not within 30 days before or after such anniversary date, notice by the stockholder must be received not later than the close of business on the tenth day following the day on which such notice of the date of the annual meeting was mailed or public disclosure of the date of the annual meeting was made, whichever occurs first, in order for such notice by a stockholder to be timely. The Second Amended By-Laws also specify requirements as to the form and content of a stockholder's notice. These advance notice requirements, particularly the 60 to 90 day requirement, may impede stockholders' ability to bring matters before an annual meeting of stockholders or make nominations for directors at an annual meeting of stockholders

Certain Voting Requirements

The Second Amended Articles provides that a two-thirds vote is required to amend or repeal certain provisions of the Second Amended Articles and Second Amended By-Laws, including those provisions relating to: the number and election of directors; filling of board vacancies; resignations and removals of directors; director liability and indemnification of directors; the power of stockholders to call special meetings; advance notice of director nominations and stockholders proposals; and amendments to the Second Amended Articles and Second Amended By-Laws. These supermajority provisions may discourage, delay or prevent changes to the Second Amended Articles or Second Amended By-Laws.

The foregoing summaries are qualified in their entirety by reference to the Second Amended Articles and the Second Amended By-Laws, attached hereto as Exhibits 3.1 and 3.2, respectively, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are filed herewith:

Exhibit No.	Description
2.1	Order Confirming the Debtor's Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code of Eagle Bulk Shipping Inc. (included as Exhibit 2.1 to the Registrant's Current Report on Form 8-K filed on September 26, 2014 and incorporated herein by reference)
2.2	Debtor's Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code of Eagle Bulk Shipping Inc., filed with the Bankruptcy Court on August 6, 2014 (included as Exhibit 2.2 to the Registrant's Current Report on Form 8-K filed on September 26, 2014 and incorporated herein by reference)
3.1	Second Amended and Restated Articles of Incorporation of Eagle Bulk Shipping Inc., as adopted on October 15, 2014
3.2	Second Amended and Restated By-Laws of Eagle Bulk Shipping Inc., dated as of October 15, 2014
4.1	Form of Specimen Stock Certificate of Eagle Bulk Shipping Inc.
4.2	Form of Specimen Warrant Certificate of Eagle Bulk Shipping Inc.
10.1	Loan Agreement, dated as of October 9, 2014.
10.2	Registration Rights Agreement, dated as of October 15, 2014, by and between Eagle Bulk Shipping Inc. and the Holders party thereto
10.3	Warrant Agreement, dated as of October 15, 2014, between Eagle Bulk Shipping Inc. and Computershare Inc., as Warrant Agent
10.4	Amended and Restated Management Agreement, dated as of August 15, 2014, between Eagle Bulk Shipping Inc., as Manager, and Delphin Shipping LLC.
10.5	CEO Employment Agreement

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: October 16, 2014

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

Exhibit 3.1

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
EAGLE BULK SHIPPING INC.

Pursuant to the
Marshall Islands Business Corporations Act

Eagle Bulk Shipping Inc. (the "Corporation"), a corporation organized and existing under the Business Corporations Act of 1990, as amended, of the Republic of the Marshall Islands (the "BCA"), does hereby certify as follows:

(1) The name of the Corporation is Eagle Bulk Shipping Inc. The original articles of incorporation of the Corporation were filed with the office of the Registrar of Corporations of the Republic of the Marshall Islands on March 23, 2005 under the name Eagle Bulk Shipping Inc., and were amended and restated as of June 3, 2005 (the "Amended and Restated Articles of Incorporation"), as further amended as of May 21, 2012. A Statement of Designations with respect to the Amended and Restated Articles of Incorporation was filed with the office of the Registrar of Corporations of the Republic of the Marshall Islands of as of November 12, 2007.

(2) These Second Amended and Restated Articles of Incorporation were authorized and adopted in accordance with the BCA.

(3) The Amended and Restated Articles of Incorporation, as heretofore amended or supplemented, are hereby replaced in their entirety by these Second Amended and Restated Articles of Incorporation to read in their entirety as follows:

FIRST: Name. The name of the Corporation is Eagle Bulk Shipping Inc. (the "Corporation").

SECOND: Registered Agent. The address of the registered office of the Corporation in the Republic of the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960. The name of its registered agent at that address is The Trust Company of the Marshall Islands, Inc.

THIRD: Permissible Activities. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may now or hereafter be organized under the BCA.

FOURTH: (a) Authorized Capital Stock. The Corporation shall have authority to issue (i) one-hundred, fifty million (150,000,000) shares of common stock, par value US$.01 per share (the "Common Stock"), and (ii) shares of preferred stock, par value US$.01 per share, subject to the limitations set forth herein (the "Preferred Stock").

(b) Common Stock. The powers, preferences and rights, and the qualifications, limitations and restrictions, of the Common Stock are as follows:

(1) The powers, preferences and rights of the holders of the Common Stock, and the qualifications, limitations and restrictions thereof, shall be in all respects identical.

(2) The holders of shares of Common Stock shall not have cumulative voting rights (as defined in Division 7, Section 71(2) of the BCA).

(3) Subject to the rights of the holders of Preferred Stock, and subject to any other provisions of these Second Amended and Restated Articles of Incorporation, as it may be amended from time to time, holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, stock or property of the Corporation when, as and if declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor.

(4) In the event of any liquidation, dissolution or winding up (either voluntary or involuntary) of the Corporation, the holders of shares of Common Stock shall be entitled to receive the assets and funds of the Corporation available for distribution after payments to creditors and to the holders of any Preferred Stock of the Corporation that may at the time be outstanding, in proportion to the number of shares held by them, respectively.

(5) No holder of shares of Common Stock shall be entitled to preemptive or subscription rights.

(c) Preferred Stock. The Board of Directors is hereby expressly authorized to provide for the issuance of all or any shares of the Preferred Stock in one or more classes or series, and to fix for each such class or series such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such class or series, including, without limitation, the authority to provide that any such class or series may be (i) subject to redemption at such time or times and at such price or prices; (ii) entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or any other series; (iii) entitled to such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; or (iv) convertible into, or exchangeable for, shares of any other class or classes of stock, or of any other series of the same or any other class or classes of stock, of the Corporation at such price or prices or at such rates of exchange and with such adjustments; all as may be stated in such resolution or resolutions, which shall be filed with the Registrar of Corporations in accordance with Section 35(5) of the BCA; provided that the total shares of Preferred Stock that may be issued by the Corporation shall in no event have an aggregate liquidation preference of more than $300,000,000.00.

(d) Non-Voting Stock. The Corporation shall not issue any non-voting equity securities as and to the extent prohibited by Section 1123(a)(6) of Chapter 11 Title 11 of the United States Code as in effect on the date of these Second Amended and Restated Articles of Incorporation; provided, however, that the foregoing (i) will not have any further force or effect beyond that required under Section 1123(a)(6), (ii) will have such force and effect only for so long as such 1123(a)(6) is in effect and applicable to the Corporation, and (iii) in all events may be amended or eliminated in accordance with applicable law from time to time in effect.

FIFTH: Board of Directors. The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and shareholders:

(a) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or the By-Laws of the Corporation (as in effect from time to time, the "By-Laws") or by these Second Amended and Restated Articles of Incorporation directed or required to be exercised or done by the shareholders of the Corporation.

(b) The Board of Directors shall consist of not less than one or more than fifteen (15) members, with the exact number of directors that constitute the entire Board of Directors (such number of directors, irrespective of any vacancies in such authorized directorships, the "Whole Board") fixed from time to time by resolution adopted by the affirmative vote of a majority of the entire Board of Directors. The number of directors that constitutes the Whole Board shall initially be seven (7).

(c) The identity of the members of the initial Board of Directors shall be determined pursuant to the Prepackaged Plan of Reorganization of the Corporation pursuant to Chapter 11 of the Bankruptcy Code (including all exhibits and schedules thereto and the plan supplements filed with respect thereto), as confirmed by that certain order, dated September 22, 2014, of the United States Bankruptcy Court for the Southern District of New York (the "Plan of Reorganization"). The term of the initial directors shall terminate on the date of the 2015 annual meeting.

(d) A director shall hold office until the next annual meeting of shareholders and until his or her successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

(e) Subject to the terms of any one or more classes or series of Preferred Stock, any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring on the Board of Directors may be filled by a majority of the Board of Directors then in office, even if less than a quorum, or by a sole remaining director. Any director elected to fill a vacancy resulting from an increase in the number of directors shall hold office until the next annual meeting of shareholders, but in no case will a decrease in the number of directors shorten the term of any incumbent director. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall have the same remaining term as that of his predecessor.

(f) Except as otherwise required by applicable law and subject to the rights, if any, of the holders of shares of Preferred Stock then outstanding, any director or the entire Board of Directors may be removed from office at any time, but only for cause, and only by the affirmative vote of the holders of shares representing a majority of the votes entitled to be cast by the holders of all of the then-outstanding shares of Common Stock and any other class or series of capital stock of the Corporation entitled to vote generally in the election of directors (such shares, collectively, the "Voting Stock").

(g) Notwithstanding the foregoing, the election, term, removal and filling of vacancies with respect to directors elected separately by the holders of one or more series of Preferred Stock shall not be governed by this Article FIFTH, but rather shall be as provided for in the resolutions adopted by the Board of Directors creating and establishing such series of Preferred Stock, and such directors so elected shall not be divided into classes pursuant to this Article FIFTH unless expressly provided by the terms of such resolutions.

(h) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the BCA, these Second Amended and Restated Articles of Incorporation, and any By-Laws adopted by the shareholders; provided, however, that no By-Laws hereafter adopted by the shareholders shall invalidate any prior act of the directors which would have been valid if such By-Laws had not been adopted.

SIXTH: Limitation on Liability. No director shall be personally liable to the Corporation or any of its shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the BCA as the same exists or may hereafter be amended. If the BCA is amended hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the BCA, as so amended. Any repeal or modification of this Article SIXTH shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

SEVENTH: Indemnification. The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by law, as now or hereafter in effect, as provided more fully in the By-Laws, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of his or her heirs, executors and personal and legal representatives; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article SEVENTH shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition.

The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article SEVENTH to directors and officers of the Corporation.

The rights to indemnification and to the advance of expenses conferred in this Article SEVENTH shall not be exclusive of any other right which any person may have or hereafter acquire under these Second Amended and Restated Articles of Incorporation, the By-Laws, any statute, agreement, vote of shareholders or disinterested directors or otherwise.

Any repeal or modification of this Article SEVENTH shall not adversely affect any rights to indemnification and to the advancement of expenses of a director or officer of the Corporation existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

EIGHTH: Action by Shareholders. Any action required or permitted to be taken by the shareholders of the Corporation may be effected only at a duly called annual or special meeting of the shareholders of the Corporation. Meetings of shareholders may be held within or without the Republic of the Marshall Islands, as the By-Laws may provide. Except as otherwise mandated by law, the ability of shareholders of the Corporation to consent in writing to the taking of any action is hereby specifically denied.

NINTH: Special Shareholder Meetings. Except as otherwise required by law, special meetings of shareholders of the Corporation for any purpose or purposes may be called at any time only by (i) the Lead Director (if one has been appointed with such powers), (ii) the Chairman of the Board of Directors, (iii) the Board of Directors pursuant to a resolution duly adopted by a majority of the Whole Board (as defined below) which states the purpose or purposes thereof, or (iv) any one or more shareholders who Beneficially Owns (as defined below), in the aggregate, fifteen percent (15%) or more of the aggregate voting power of all then-outstanding shares of Voting Stock. Other than as set forth in clause (iv) of the preceding sentence, any power of the shareholders to call a special meeting of shareholders is hereby specifically denied. The notice of any such special meeting shall include the purpose or purposes for which the meeting is called, and no business other than that stated in the notice of such meeting (or any supplement thereto) shall be transacted at any such special meeting. As used in these Second Amended and Restated Articles of Incorporation, "Beneficially Own" shall have the meaning given to such term in Rule 13d-3 under the U.S. Securities Exchange Act of 1934, as amended, and any Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule.

TENTH: Books and Records. The books of the Corporation may be kept (subject to any provision contained in the BCA) outside the Republic of the Marshall Islands at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws, and for so long as the corporate headquarters of the Company is located in the United States, the books of the Corporation shall be kept at the corporate headquarters.

ELEVENTH: Affiliate Transactions.

(a) General. Neither the Corporation nor its Subsidiaries or Affiliates shall enter into any Affiliate Transaction or any agreement with respect thereto, unless approval by a majority of the Disinterested Directors on the Board of Directors shall have been obtained with respect to any Affiliate Transaction or series of related Affiliate Transactions that (A) involves any merger, consolidation, share exchange or any other business combination transaction, (B) involves the sale, transfer, disposition or lease of all or substantially of the assets of the Corporation or any of its Subsidiaries, (C) is otherwise required to be submitted to the shareholders of the Corporation for approval pursuant to any applicable law or regulation (including, without limitation, rules or regulations promulgated under applicable securities laws or stock exchange rules), or (D) involves or could reasonably be expected to involve aggregate payments and/or other consideration or value in excess of US$1,000,000.00.

(b) Certain Definitions. Capitalized terms that are used in this Article ELEVENTH but are not otherwise defined in these Second Amended and Restated Articles of Incorporation shall have the following meanings:

(1) "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any investment fund the primary investment advisor to which is such person or its Affiliate). For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

(2) "Affiliate Transaction" shall mean any contract, agreement, transaction or other arrangement (whether written or oral), between the Corporation and/or any of its Subsidiaries or Affiliates, on the one hand, and any Affiliate or Significant Shareholder or any Related Party thereof, on the other hand; provided, however, that this definition shall not include any contract, agreement, transaction or arrangement that is solely between or among the Corporation and/or one or more of its wholly-owned Subsidiaries.

(3) "Disinterested Directors" shall mean the members of the Board of Directors that were not appointed or nominated by and that are not otherwise Affiliated with or engaged by the Significant Shareholder or Related Party to which such Affiliate Transaction relates; provided, that for purposes of this definition (A) a director shall be considered to be Affiliated with a Significant Shareholder if he or she serves (or served at any time during the 36 months immediately preceding the date of determination) on the board of directors of, or is employed or engaged by (or was employed or engaged by at any time during the 36 months immediately preceding the date of determination), or is otherwise Affiliated with, such Significant Shareholder or any Related Parties of such Significant Shareholder and (B) if applicable, a director shall not be considered to be Affiliated with a Significant Shareholder solely on account of such Significant Shareholder's participation, as a Majority Consenting Lender (as defined in the Plan of Reorganization), in the selection of such individual as one of the initial directors seated as of the "Effective Date" under the Plan of Reorganization.

(4) "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or other entity, or government or any agency or political subdivision thereof.

(5) "Related Fund" means, with respect to any Person, any fund, account or investment vehicle that is controlled or managed by such Person, by any Affiliate of such Person, or, if applicable, by the investment manager (or substantially equivalent role) of such Person.

(6) "Related Party" shall mean, with respect to any Shareholder, any of its Affiliates or Related Funds, or any portfolio company of any of the foregoing.

(7) "Shareholder" shall mean any Person who, at the time of determination, Beneficially Owns any outstanding shares of Voting Stock.

(8) "Significant Shareholder" means any Shareholder who Beneficially Owns a number of shares of Voting Stock that, together with shares of Voting Stock Beneficially Owned by such Shareholder's Related Parties, represent at least fifteen percent (15%) of the aggregate voting power of all then-outstanding shares of Voting Stock.

(9) "Subsidiary" shall mean, as to any Person, any other Person in which such first-referenced Person beneficially owns (directly or indirectly) fifty percent (50%) or more of the outstanding voting stock, voting power, partnership interests or similar voting interests.

TWELFTH: By-Laws. In furtherance and not in limitation of the powers conferred upon it by the laws of the Republic of the Marshall Islands, the Board of Directors shall have the power to adopt, amend, alter or repeal the By-Laws. The affirmative vote of at least a majority of the entire Board of Directors shall be required to adopt, amend, alter or repeal the By-Laws. The By-Laws also may be adopted, amended, altered or repealed by the affirmative vote of the holders of shares representing not less than a majority of the total votes entitled to be cast by the total outstanding shares of Voting Stock; provided, however, that any proposed alteration, amendment or repeal of, or the adoption of any By-Law inconsistent with, Sections 3, 9, 14 or 15 of Article II of the By-Laws or Sections 1,2 or 6 of Article III of the By-Laws or Article IX of the By-Laws by the shareholders shall require the affirmative vote of the holders of shares representing not less than sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast by the Voting Stock.

THIRTEENTH: Exclusive Forum. Unless the Corporation consents in writing to the selection of alternative forum, the U.S. federal courts located in the Southern District of New York or, if such court lacks jurisdiction, the state courts of the State of New York, shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim arising pursuant to any provision of the BCA or (d) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of consented to the provision of this Article THIRTEENTH.

FOURTEENTH: Amendments. The Corporation, with the affirmative vote of holders of shares representing not less than a majority of the total votes entitled to be cast by the total outstanding shares of Voting Stock, reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in these Second Amended and Restated Articles of Incorporation in the manner now or hereafter prescribed in these Second Amended and Restated Articles of Incorporation, the By-Laws or the BCA, and all rights, preferences and privileges herein conferred upon shareholders, directors or any other Person are granted subject to such reservation; provided, however, that the affirmative vote of holders of shares representing not less than (a) sixty-six and two-thirds percent (66 2/3%) of the total votes entitled to be cast by the total outstanding shares of Voting Stock shall be required to amend, alter, change or repeal (or to adopt any provision as part of these Second Amended and Restated Articles of Incorporation inconsistent with the purpose and intent of) Articles SIXTH, SEVENTH, EIGHTH, NINTH, TWELFTH, THIRTEENTH of these Second Amended and Restated Articles of Incorporation or this Article FOURTEENTH and (b) seventy-five percent (75%) of the total votes entitled to be cast by the total outstanding shares of Voting Stock shall be required to amend, alter, change or repeal (or to adopt any provision as part of these Second Amended and Restated Articles of Incorporation inconsistent with the purpose and intent of) Article ELEVENTH of these Second Amended and Restated Articles of Incorporation.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Corporation has caused these Second Amended and Restated Articles of Incorporation to be executed on its behalf this 15th day of October, 2014.

EAGLE BULK SHIPPING INC.

By: /s/ Adir Katzav

Name: Adir Katzav
Title: Chief Financial Officer

Exhibit 3.2

SECOND AMENDED AND RESTATED

BY-LAWS

OF

EAGLE BULK SHIPPING INC.

A Marshall Islands Corporation

Effective October 15, 2014

TABLE OF CONTENTS

SECOND AMENDED AND RESTATED

BY-LAWS

OF

EAGLE BULK SHIPPING INC.

(hereinafter called the "Corporation")

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation in the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

Section 2. Other Offices. The Corporation may also have offices at such other places, both within and without the Republic of the Marshall Islands, as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place of Meetings. Meetings of the shareholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the Republic of the Marshall Islands, as shall be designated from time to time by the Board of Directors.

Section 2. Annual Meetings. The annual meeting of shareholders for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be transacted at the annual meeting of shareholders.

Section 3. Special Meetings; Certain Definitions. Unless otherwise required by law or by the articles of incorporation of the Corporation, as amended and restated from time to time (the "Articles of Incorporation"), special meetings of shareholders of the Corporation, for any purpose or purposes, may be called at any time only by (i) the Lead Director (if one has been appointed with such powers), (ii) the Chairman of the Board of Directors, (iii) the Board of Directors pursuant to a resolution duly adopted by a majority of the Whole Board (as defined below) which states the purpose or purposes thereof, or (iv) any one or more shareholders who Beneficially Own (as defined below), in the aggregate, fifteen percent (15%) or more of the aggregate voting power of all then-outstanding shares of Voting Stock (as defined below). Other than as set forth in clause (iv) of the preceding sentence, any power of the shareholders to call special meetings of shareholders is specifically denied. The notice of any such special meeting shall include the purpose or purposes for which the meeting is called, and no business other than that stated in the notice of such meeting (or any supplement thereto) shall be transacted at any such special meeting. For the purposes of these By-Laws:

(a) "Beneficially Own" shall have the meaning given to such term in Rule 13d-3 under the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule.

(b) "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or other entity, or government or any agency or political subdivision thereof.

(c) "Subsidiary" shall mean, as to any Person, any other Person in which such first-referenced Person Beneficially Owns (directly or indirectly) fifty percent (50%) or more of the outstanding voting stock, voting power, partnership interests or similar voting interests.

(d) "Voting Stock" shall mean, collectively, all shares of Common Stock and any other class or series of capital stock of the Corporation entitled to vote generally in the election of directors.

(e) "Whole Board" shall have the meaning given to such term in the Articles of Incorporation.

Section 4. Notice. Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law, written notice of any meeting shall be given not less than fifteen (15) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to notice of and to vote at such meeting.

Section 5. Adjournments. Any meeting of the shareholders may be adjourned from time to time by the chairman of such meeting, to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting in accordance with the requirements of Section 4 of this Article II shall be given to each shareholder of record entitled to notice of and to vote at the meeting.

Section 6. Quorum. Unless otherwise required by applicable law or the Articles of Incorporation, the holders of a majority of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 5 of this Article II, until a quorum shall be present or represented.

Section 7. Voting. Unless otherwise required by law, the Articles of Incorporation, these By-Laws, or the rules of any stock exchange upon which the Corporation's securities are listed, any question brought before any meeting of the shareholders, other than the election of directors, shall be decided by the vote of the holders of a majority of the aggregate voting power of the outstanding shares of Voting Stock entitled to vote and who are present, in person or proxy, voting as a single class. All elections of directors shall be determined by a plurality of the votes cast. Unless otherwise provided in the Articles of Incorporation, and subject to Section 10 of this Article II, each shareholder represented at a meeting of the shareholders shall be entitled to cast one (1) vote for each share of the capital stock entitled to vote thereat held by such shareholder. Such votes may be cast in person or by proxy as provided in Section 8 of this Article II. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of the shareholders, in such officer's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 8. Proxies. Each shareholder entitled to vote at a meeting of the shareholders may authorize another person or persons to act for such shareholder as proxy by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission. No such proxy shall be voted upon after eleven (11) months from its date, unless such proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in the law of the Marshall Islands to support an irrevocable power. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation.

Section 9. Consent of Shareholders in Lieu of Meeting. Any action required or permitted to be taken by the shareholders of the Corporation may be effected only at a duly called annual or special meeting of the shareholders of the Corporation. Except as otherwise mandated by law, the ability of shareholders of the Corporation to consent in writing to the taking of any action is hereby specifically denied.

Section 10. List of Shareholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least fifteen (15) days before every meeting of the shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least fifteen (15) days prior to the meeting (i) either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held or (ii) during ordinary business hours, at the principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder of the Corporation who is present.

Section 11. Record Date.
In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of the shareholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than fifteen (15) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining shareholders entitled to notice of or to vote at a meeting of the shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of shareholders of record entitled to notice of or to vote at a meeting of the shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 12. Organization; Conduct of Meetings. At any meeting of the shareholders, the Chairman of the Board of Directors, or, in his or her absence or disability, the Chief Executive Officer or, in his or her absence or disability, such person as is chosen by a majority of the members of the Board of Directors present at such meeting, shall call to order any meeting of the shareholders and act as chairman of such meeting. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of any meeting of the shareholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations, the chairman of any meeting of the shareholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting, and which may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to shareholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants. The date and time of the opening and closing of the polls for each matter upon which the shareholders will vote at the meeting shall be announced at the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

Section 13. Inspectors of Election. In advance of any meeting of the shareholders, the Board of Directors may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a shareholders' meeting may, and on the request of any shareholder entitled to vote thereat shall, appoint one or more inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment made by the Board of Directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of the duties of inspector, shall take an oath faithfully to execute the duties of inspector at such meeting. The inspector shall have the duties prescribed by applicable law (including the BCA) and shall take charge of the polls and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

Section 14. Nomination of Directors. (a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided in the Articles of Incorporation with respect to the right of holders of preferred stock of the Corporation to nominate and elect a specified number of directors in certain circumstances. Nominations of persons for election to the Board of Directors may be made at any annual meeting of shareholders (x) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (y) by any shareholder of the Corporation (i) who is a shareholder of record on the date of the giving of the notice provided for in this Section 14.and on the record date for the determination of shareholders entitled to notice of and to vote at such annual meeting and (ii) who complies with the notice procedures set forth in this Section 14.

(b) In addition to any other applicable requirements, for a nomination to be made by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

(c) To be timely, a shareholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the anniversary date of the immediately preceding annual meeting of shareholders; provided, however, that in the event that the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the shareholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure of the date of the annual meeting was made, whichever first occurs.

(d) To be in proper written form, a shareholder's notice to the Secretary must set forth (a) as to each person whom the shareholder proposes to nominate for election as a director (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by the person and (iv) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder; and (b) as to the shareholder giving the notice (i) the name and record address of such shareholder, (ii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such shareholder, (iii) a description of all arrangements or understandings between such shareholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such shareholder, (iv) a representation that such shareholder intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (v) any other information relating to such shareholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(e) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 14. If the Chairman of the annual meeting determines that a nomination was not made in accordance with the foregoing procedures, the Chairman shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

Section 15. Business at Annual Meetings.

(a) No business may be transacted at an annual meeting of shareholders, other than business that is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise properly brought before the annual meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof), or (c) otherwise properly brought before the annual meeting by any shareholder of the Corporation (i) who is a shareholder of record on the date of the giving of the notice provided for in this Section 15 and on the record date for the determination of shareholders entitled to notice of and to vote at such annual meeting and (ii) who complies with the notice procedures set forth in this Section 15.

(b) In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

(c) To be timely, a shareholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the anniversary date of the immediately preceding annual meeting of shareholders; provided, however, that in the event that the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the shareholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure of the date of the annual meeting was made, whichever first occurs.

(d) To be in proper written form, a shareholder's notice to the Secretary must set forth as to each matter such shareholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of such shareholder, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such shareholder, (iv) a description of all arrangements or understandings between such shareholder and any other person or persons (including their names) in connection with the proposal of such business by such shareholder and any material interest of such shareholder in such business and (v) a representation that such shareholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

(e) No business shall be conducted at the annual meeting of shareholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 15; provided, however, that, once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 15shall be deemed to preclude discussion by any shareholder of any such business. If the chairman of an annual meeting determines that business was not properly brought before the annual meeting in accordance with the foregoing procedures, the chairman shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

ARTICLE III

DIRECTORS

Section 1. Number and Election of Directors. (a) The Board of Directors shall consist of not less than one nor more than fifteen members, the exact number of which shall initially be fixed at seven (7) and may thereafter be adjusted from time to time by the Board of Directors as provided in the Articles of Incorporation.

(b) The directors shall be elected as provided in the Articles of Incorporation. Any director may resign at any time upon written notice to the Corporation. Directors need not be shareholders.

Section 2. Vacancies. Subject to the terms of any one or more classes or series of preferred stock of the Corporation, any vacancy on the Board of Directors (including, without limitation, any vacancy that results from an increase in the number of directors or the removal or death of or resignation of a director) shall be filled by a majority of the Board of Directors then in office, even if less than a quorum, or by a sole remaining director, and not by shareholders, directors so chosen shall serve for a term expiring at the annual meeting of shareholders or until such director’s successor shall have been duly elected and qualified. In no case will a decrease in the number of directors shorten the term of any incumbent director.

Section 3. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these By-Laws required to be exercised or done by the shareholders.

Section 4. Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the Republic of the Marshall Islands. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, or, if there be one appointed with such powers, the Lead Director. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, facsimile or electronic mail on twenty- four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Organization. At each meeting of the Board of Directors, the Chairman of the Board of Directors, or, in his or her absence or disability, the Chief Executive Officer (but only if he or she is also a director) or, in his or her absence or disability, a director chosen by a majority of the directors present, shall act as chairman. The Secretary of the Corporation shall act as secretary at each meeting of the Board of Directors. In case the Secretary shall be absent from any meeting of the Board of Directors, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all the Assistant Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 6. Resignations and Removals of Directors. Any director of the Corporation may resign at any time, by giving notice in writing to the Chairman of the Board of Directors, the President or the Secretary of the Corporation. Such resignation shall take effect at the time therein specified or, if no time is specified, immediately; and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Except as otherwise required by applicable law and subject to the rights, if any, of the holders of shares of preferred stock then outstanding, any director or the entire Board of Directors may be removed from office at any time, but only for cause, and only by the affirmative vote of the holders of shares representing a majority of the votes entitled to be cast by the Voting Stock. Notwithstanding the foregoing, the election, term, removal and filling of vacancies with respect to directors elected separately by the holders of one or more series of Preferred Stock shall not be governed by this Section 6, but rather shall be as provided for in the resolutions adopted by the Board of Directors creating and establishing such series of Preferred Stock, and such directors so elected shall not be divided into classes unless expressly provided by the terms of such resolutions.

Section 7. Quorum. Except as otherwise required by law or the Articles of Incorporation, at all meetings of the Board of Directors, a majority of the Whole Board shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 8. Actions of the Board by Written Consent. Unless otherwise provided in the Articles of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 9. Meetings by Means of Conference Telephone. Unless otherwise provided in the Articles of Incorporation or these By-Laws, members of the Board of Directors of the Corporation, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 9 shall constitute presence in person at such meeting.

Section 10. Standing Committees. In accordance with applicable legal, regulatory and stock exchange listing requirements ("Requirements"), the Board of Directors shall have the following standing committees: (a) an Audit Committee, (b) a Compensation Committee, and (c) a Nominating and Corporate Governance Committee (the "Standing Committees"), and such other committees as may be required from time to time by the Requirements. The Audit Committee (and such other Standing Committees as may be mandated by the Requirements) shall be composed entirely of "independent directors" within the meaning of the Requirements applicable to such committee. Except as may be required by the Requirements, each Standing Committee shall consist of three (3) (or such greater number as the Board of Directors may designate) directors, and the composition of each such Standing Committee shall be in compliance with the applicable Requirements. Each Standing Committee shall have a written charter, which shall be approved by the Board of Directors and state the purpose and authority of such committee. Standing Committee charters shall be reviewed not less frequently than annually to reflect the activities of the respective committees, changes in applicable Requirements and other relevant considerations, and proposed revisions to such charters shall be approved by the Board of Directors. The Nominating and Corporate Governance Committee shall be responsible, after consultation with the Chairman of the Board of Directors and taking into account the desires of individual Board members, for making recommendations to the Board of Directors with respect to the assignment of directors to the Standing Committees. After reviewing the Nominating and Corporate Governance Committee's recommendations, the Board of Directors shall be responsible for appointing committee members and designating committee chairs on an annual basis. The Nominating and Corporate Governance Committee shall annually review committee assignments with a view toward balancing the benefits derived from continuity against the benefits derived from the diversity of experience and viewpoints of the various directors, subject in any case to applicable Requirements.

Section 11. Committees. The Board of Directors may, by resolution adopted by a majority of the Whole Board, designate one or more committees (in addition to the mandatory Standing Committees as set forth in Section 10 of this Article III), each such other committee shall consist of three or more of the directors of the Corporation, and the composition of each such other committee shall be in compliance with the applicable Requirements. With respect to all Board committees (including Standing Committees), the Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. With respect to all Board committees (including Standing Committees), in the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee (including any Standing Committee), to the extent permitted by law (including the Requirements) and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each committee (including each Standing Committee) shall keep regular minutes and report to the Board of Directors when required.

Section 12. Compensation. The directors may be paid their reasonable and documented expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for service as committee members.

Section 13. Chairman of the Board of Directors. Subject to Section 14 hereof, the Chairman of the Board of Directors shall preside at all meetings of the shareholders and of the Board of Directors except as otherwise provided herein. Except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the President, the Chairman of the Board of Directors shall exercise all the powers and discharge all the duties of the President. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as may from time to time be assigned by these By-Laws or by the Board of Directors.

Section 14. Lead Director. At any time while the Chief Executive Officer or President is serving as Chairman of the Board of Directors, the Board of Directors may appoint from among its members a non-executive director who shall be designated as the Lead Director (the "Lead Director"). The Lead Director shall consult with and act as a liaison between the Board of Directors, on the one hand, and the Chairman of the Board of Directors and the Chief Executive Officer and/or President, on the other hand, and perform such duties and have such other powers as the Board of Directors may from time to time prescribe, which powers and duties may include, without limitation, the power to call meetings of the Board of Directors or shareholders, preside at meetings of the Board of Directors or shareholders, and set meeting agendas. All meetings of the non-executive members of the Board of Directors shall be presided over by the Lead Director (if one has been appointed), or in the absence or disability of the Lead Director, by an independent director selected by a majority of such non-executive members to preside at such meeting.

Section 15. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the majority vote of the disinterested directors, a committee of the Board of Directors or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 16. Board Observers. Any shareholder who Beneficially Owned (including all shares Beneficially Owned by its Affiliates) ten percent (10%) or more of the total outstanding shares of Voting Stock as of the "Effective Date" under the Plan of Reorganization (as defined below) shall, for so long as it continues to Beneficially Own (including all shares Beneficially Owned by its Affiliates) at least ten percent (10%) of the total outstanding shares of Voting Stock (each, an "Initial 10% Holder"), have the right to request, by written notice to the Secretary of the Corporation, the right to appoint a non-voting observer to the Board of Directors (each such observer, a "Board Observer"). The Board of Directors shall grant any such request, but may establish such duties and restrictions on each Board Observer as it deems necessary or appropriate, including, without limitation, (a) requiring that the Board Observer be subject to the same obligations as directors with respect to confidentiality, conflicts of interest and misappropriation of corporate opportunities, (b) giving the Corporation the right to withhold information or materials from the Board Observer and to exclude the Board Observer from any meetings (or portions thereof) of the Board of Directors or any committee thereof, if the Corporation determines in good faith that the Board Observer's access to such information or materials or attendance at such meeting, as applicable, could reasonably be expected to (i) adversely affect the attorney-client privilege or work product privilege between the Corporation and its counsel or (ii) result in a conflict of interest, and (c) requiring that the Board Observer enter into a confidentiality agreement and/or such other agreements or undertakings as the Corporation may reasonably request, in form and substance satisfactory to the Corporation, with respect to such duties and restrictions. Subject to such duties and restrictions as the Board of Directors may establish pursuant to the immediately preceding sentence, each Board Observer (A) shall be allowed to be present at all meetings of the Board of Directors and all committees thereof (other than the audit committee and executive sessions of the Board and any committee thereof) and (B) shall receive from the Company the same notice and information with respect to meetings of the Board of Directors and all committees thereof (other than the audit committee and executive sessions of the Board of Directors and any committee thereof). If at any time an Initial 10% Holder ceases to Beneficially Own (including all shares Beneficially Owned by its Affiliates) at least ten percent (10%) of the total outstanding shares of Voting Stock, (1) all of such Initial 10% Holder's rights (and the rights of any Board Observer appointed by such shareholder) under this paragraph shall thereupon automatically terminate and cease to be of any further force or effect and (2) such Initial 10% Holder shall give prompt written notice thereof to the Secretary of the Corporation. As used herein, "Plan of Reorganization" means the Corporation's Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, as confirmed pursuant to the order entered by the United States Bankruptcy Court for the Southern District of New York on September 22, 2014.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President (or Chief Executive Officer), a Secretary and a Treasurer (or Chief Financial Officer). The Board of Directors, in its discretion, also may choose a Chairman of the Board of Directors (who must be a director), a Lead Director (who must be a director), and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Articles of Incorporation or these By-Laws. The officers of the Corporation need not be shareholders or directors of the Corporation.

Section 2. Election. The Board of Directors, at its first meeting held after each annual meeting of shareholders (or action by written consent of shareholders in lieu of the annual meeting of shareholders, to the extent applicable) shall elect the applicable officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed, with or without cause, at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President or any other officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. President. The President shall subject to the control of the Board of Directors and have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these By-Laws, the Board of Directors or the President. Unless the Board of Directors shall determine otherwise, the President shall be the Chief Executive Officer of the Corporation. The President shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these By-Laws or by the Board of Directors.

Section 5. Vice Presidents. At the request of the President or in the President's absence or in the event of the President's inability or refusal to act (and if there be no Chairman of the Board of Directors or Lead Director appointed with such powers), the Vice President, or the Vice Presidents if there are more than one (in the order designated by the Board of Directors), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairman of the Board of Directors, no Lead Director appointed with such powers, and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 6. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the shareholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 7. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of the Treasurer and for the restoration to the Corporation, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Corporation.

Section 8. Assistant Secretaries. Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 9. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of Assistant Treasurer and for the restoration to the Corporation, in case of the Assistant Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Assistant Treasurer's possession or under the Assistant Treasurer's control belonging to the Corporation.

Section 10. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form and Issuance. The shares of stock of the Corporation may be issued in book-entry form or represented by certificates in a form meeting the requirements of law and approved by the Board of Directors. Certificates shall be registered in the name of the respective owner of shares and shall be signed (i) by the Chairman of the Board of Directors, or the President or a Vice President and (ii) by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares represented by such certificate.

Section 2. Signatures. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

Section 4. Transfers. Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with this Article V, an outstanding certificate for the number of shares involved, if one has been issued, shall be surrendered for cancellation before a new certificate, if any, is issued therefor.

Section 5. Dividend Record Date. In order that the Corporation may determine the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the shareholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6. Record Owners. With respect to any shares of capital stock of the Corporation, the Corporation shall be entitled to recognize the exclusive right of the person registered on its books as the owner of such shares for purposes of receiving dividends and voting with respect to such shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other Person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 7. Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer agents for the shares of the Corporation's capital stock, as may be determined from time to time by the Board of Directors.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Articles of Incorporation or these By-Laws, to be given to any director, member of a committee or shareholder, such notice may be given by mail, addressed to such director, member of a committee or shareholder, at such person's address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by facsimile or electronic mail at such person's facsimile number or electronic mail address as it appears on the records of the Corporation.

Section 2. Waivers of Notice. Whenever any notice is required by applicable law, the Articles of Incorporation or these By-Laws, to be given to any director, member of a committee or shareholder, a waiver thereof in writing, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of shareholders or any regular or special meeting of the directors or members of a committee of directors need be specified in any written waiver of notice unless so required by law, the Articles of Incorporation or these By-Laws.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the requirements of the Business Corporations Law of the Republic of the Marshall Islands (the "BCA") and the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 8 of Article III hereof), and may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Republic of the Marshall Islands". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

INDEMNIFICATION

Section 1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "Proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "Indemnitee"), whether the basis of such Proceeding is alleged action in an official capacity as a director, officer or trustee or in any other capacity on behalf of the Corporation while serving as a director, officer or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Marshall Islands law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred by such Indemnitee in connection therewith; provided, however, that, except as provided in Section 3 of this Article VIII with respect to Proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board of Directors.

Section 2. Right to Advancement of Expenses. To the extent not prohibited by applicable law, in addition to the right to indemnification conferred in Section 1 of this Article VIII, an Indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending any such Proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, to the extent required by the BCA, an advancement of expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such Indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "Undertaking"), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "Final Adjudication") that such Indemnitee is not entitled to be indemnified for such expenses under this Section 2 or otherwise.

Section 3. Right of Indemnitee to Bring Suit. If a claim under Section 1 or 2 of this Article VIII is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an Undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an Undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation.

Section 4. Reliance; Standard of Conduct. For purposes of any determination as to whether an Indemnitee has met the applicable standard for indemnification under the BCA, an Indemnitee shall be deemed to have acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such Indemnitee's conduct was unlawful, if such Indemnitee's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such Indemnitee by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 4 shall not be deemed to be exclusive or to limit in any way the circumstances in which an Indemnitee may be deemed to have met the applicable standard of conduct under the BCA.

Section 5. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article VIII shall not be exclusive of any other right which any Indemnitee or other person may have or hereafter acquire under any statute, the Articles of Incorporation, these By-Laws (as amended or amended and restated from time to time), agreement, vote of shareholders or directors or otherwise, both as to action in such Indemnitee or other person's official capacity and as to action in another capacity on behalf of the Corporation while holding such office, it being the policy of the Corporation that indemnification of the Indemnitees shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not an Indemnitee but whom the Corporation has the power or obligation to indemnify under the provisions of the BCA, or otherwise.

Section 6. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and/or for the benefit of any person who is or was a director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise, against any expense, liability or loss, whether or not the Corporation would have the power or the obligation to indemnify such person against such expense, liability or loss under the provisions of this Article VIII or under the BCA.

Section 7. Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation, to the fullest extent of the provisions of this Article VIII and in the manner permitted under applicable law.

Section 8. Nature of Rights. The rights conferred upon Indemnitees in this Article VIII shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VIII that adversely affects any right of an Indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any Proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. The term "another enterprise" as used in this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

ARTICLE IX

AMENDMENTS

Section 1. Amendments. These By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted (i) by the affirmative vote of the shares representing not less than a majority of the votes entitled to be cast by the Voting Stock; provided, however, that any proposed alteration, amendment or repeal of, or the adoption of any By-Law inconsistent with, Sections 3, 9, 14 or 15 of Article II of these By-Laws or Sections 1, 2 or 6 of Article III of these By-Laws or this Article IX, by the shareholders shall require the affirmative vote of the holders of shares representing not less than sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast by the Voting Stock, or (ii) by action of the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of the applicable meeting of the shareholders or Board of Directors, as the case may be. The provisions of this Section 1 are subject to any contrary provisions and any provisions requiring a greater vote that are set forth in the Articles of Incorporation.

* * *

Adopted as of: October 15, 2014

Exhibit 4.1

COMMON STOCK COMMON STOCK

PAR VALUE $0.01

THIS CERTIFICATE IS TRANSFERABLE IN CANTON, MA, JERSEY CITY, NJ AND COLLEGE STATION, TX.

Certificate Number

SHARES

EAGLE BULK SHIPPING INC.

INCORPORATED UNDER THE LAWS OF THE REPUBLIC OF THE MARSHALL ISLANDS

CUSIP Y2187A127

THIS CERTIFIES THAT:

is the owner of FULLY-PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK OF Eagle Bulk Shipping Inc., transferable on the books of the Company in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Articles of Incorporation, as amended, and the ByLaws, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

DATED:

/s/ Sophocles N. Zoullas

Chairman of the Board

/s/ Adir Katzav

Treasurer

[SEAL]

COUNTERSIGNED AND REGISTERED:

COMPUTERSHARE TRUST COMPANY, N.A.

TRANSFER AGENT AND REGISTRAR,

BY

AUTHORIZED SIGNATURE

EAGLE BULK SHIPPING INC.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT –

Custodian

(Cust)

(Minor)

under Uniform Gifts to Minors Act

State

UNIF TRAN MIN ACT –

Custodian

(Cust)

(Minor)

under Uniform Transfers to Minors Act

State

Additional abbreviations may also be used though not in the above list.

For Value Received, hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE)

Shares of the common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated

Signature

Signature

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

Signature(s) Guaranteed: Medallion Guarantee Stamp

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Exhibit 4.2

FACE OF WARRANT CERTIFICATE

VOID AFTER 5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 15, 2021

THE SECURITIES REPRESENTED BY THIS WARRANT CERTIFICATE (INCLUDING THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANT) ARE SUBJECT TO ADDITIONAL AGREEMENTS SET FORTH IN THE WARRANT AGREEMENT DATED AS OF OCTOBER 15, 2014, BY AND BETWEEN THE COMPANY AND THE WARRANT AGENT (THE "WARRANT AGREEMENT").

Certificate Number _____ Warrants _____

CUSIP Y2187A 135

This certifies that

is the holder of

WARRANTS TO PURCHASE COMMON STOCK OF
EAGLE BULK SHIPPING INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of the certificate properly endorsed. Each Warrant entitles the holder and its registered assigns (collectively, the "Registered Holder") to purchase by cashless exercise from Eagle Bulk Shipping Inc., a Marshall Islands corporation (the "Company"), subject to the terms and conditions hereof, at any time before 5:00 p.m., New York time, on October 15, 2021, one fully paid and non-assessable share of Common Stock of the Company at the Exercise Price (as defined in the Warrant Agreement). The Exercise Price and the number and kind of shares purchasable hereunder are subject to adjustment from time to time as provided in Article V of the Warrant Agreement. The initial Exercise Price shall be $27.82.

This certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

DATED

_____
Authorized Officer

Attest: [Corporate seal] COUNTERSIGNED AND REGISTERED
COMPUTERSHARE INC,
WARRANT AGENT.

_____
Secretary

By _____
AUTHORIZED SIGNATURE

REVERSE OF WARRANT CERTIFICATE

EAGLE BULK SHIPPING INC.

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase 3,040,540 shares of Common Stock issued pursuant to the Warrant Agreement, as dated October 15, 2014 (the "Warrant Agreement"), by and among Eagle Bulk Shipping Inc. (the "Company"), and Computershare Inc. and Computershare Trust Company N.A. (together, the "Warrant Agent"). A copy of the Warrant Agreement may be inspected at the office of the Warrant Agent designated for such purpose. The Warrant Agreement is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the Registered Holders of the Warrants. All capitalized terms used in this Warrant Certificate that are not defined herein but are defined in the Warrant Agreement shall have the meanings given to them in the Warrant Agreement.

The Company shall not be required to issue fractions of Common Stock or any certificates that evidence fractional Common Stock. No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws. The Warrants represented by this Warrant Certificate do not entitle the Registered Holder to any of the rights of a stockholder of the Company. The Company and Warrant Agent may deem and treat the Registered Holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise hereof and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

Ten COM – as tenants in common	UNIF GIT MIN ACT -	Custodian
		(Cust) (Minor)
TEN ENT – as tenants by the entireties		under Uniform Gifts to Minor Act
		(State)
JT TEN – as joint tenants with right of survivorship and not as tenants in common	UNIF GIT MIN ACT -	Custodian (until age)
		(Cust)
		under Uniform Transfers to Minors Act
		(Minor) (State)

FORM OF ASSIGNMENT

For value received, _____ hereby sells, assigns and transfers the Warrants to purchase shares of Eagle Bulk Shipping Inc. represented by this Warrant Certificate to:

Social Security or Other Taxpayer Identification Number

Print name and address

and does hereby irrevocably constitute and appoint _____ attorney, to transfer said Warrants on the Warrant Register maintained for the purpose of registration thereof, with full power of substitution in the premises:

Dated: _____ , 20__

Signature: _____

Name: _____

Note: The above signature and name should correspond exactly with the name of the holder as it appears on the face of the certificate, in every particular without alteration or enlargement or any change whatsoever. The signature of the holder hereof must be guaranteed.

EXERCISE FORM

The undersigned Registered Holder of this Warrant Certificate hereby irrevocably elects to exercise _____ Warrants for the purchase of _____ shares of Common Stock, pursuant to the cashless exercise provisions of Section 4.3(a) of the Warrant Agreement (the total number of shares of Common Stock for which the Warrants represented hereby are being exercised before withholding for the Exercise Price), and requests that the net number of shares of Common Stock issuable upon exercise be registered as follows:

Social Security or Other Taxpayer Identification Number

Print name and address

If such Warrants shall not constitute all of the Warrants represented hereby, the undersigned requests that a new Warrant Certificate of like tenor and date for the balance of the Warrants represented hereby be issued and delivered as follows:

Social Security or Other Taxpayer Identification Number

Print name and address

Dated: _____ , 20__

Signature: _____
Name: _____

Note: The above signature and name should correspond exactly with the name of the holder as it appears on the face of the certificate, in every particular without alteration or enlargement or any change whatsoever.
Note: If the Common Stock, or a new Warrant Certificate representing any portion of the Warrants not exercised, is to be registered in a name other than that in which this Warrant Certificate is registered, the signature of the holder hereof must be guaranteed.

Signature(s) Guaranteed: Medallion Guarantee Stamp THE SIGANTURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

Exhibit 10.1

Execution Version

Date: as of October 9, 2014

EAGLE BULK SHIPPING INC.
as Borrower

THE COMPANIES
listed in Schedule 8
as Joint and Several Guarantors

THE BANKS AND FINANCIAL INSTITUTIONS
listed in Schedule 1
as Lenders

THE BANKS AND FINANCIAL INSTITUTIONS
listed in Schedule 2
as Swap Banks

ABN AMRO CAPITAL USA LLC,
CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, and
CIT FINANCE LLC

as Mandated Lead Arrangers
and as Bookrunners

ABN AMRO CAPITAL USA LLC,
and
CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK
as Structuring Banks

– and –

ABN AMRO CAPITAL USA LLC,
as Agent and as Security Trustee

LOAN AGREEMENT

---

relating to a Senior Secured Revolving Credit Facility and
Term Loan Facility of up to US$275,000,000

Watson, Farley & Williams
New York

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INDEX

THIS LOAN AGREEMENT (this "**Agreement**") is made as of October 9, 2014

AMONG

(1) EAGLE BULK SHIPPING INC., a corporation incorporated and existing under the laws of the Republic of the Marshall Islands whose principal office is at 477 Madison Avenue, New York, NY 10022, as borrower (the "**Borrower**", which expression includes its successors, transferees and assigns);

(2) THE COMPANIES listed in Schedule 8, each a limited liability company formed and existing under the laws of the Republic of the Marshall Islands, as joint and several guarantors (together with any other person that becomes a guarantor party hereto pursuant to a Guarantor Accession Agreement (as defined below), the "**Guarantors**", and each separately a "**Guarantor**", which expressions include their respective successors, transferees and assigns);

(3) THE BANKS AND FINANCIAL INSTITUTIONS listed in Schedule 1, as lenders (the "**Lenders**", which expression includes their respective successors, transferees and assigns);

(4) THE BANKS AND FINANCIAL INSTITUTIONS listed in Schedule 2, as swap banks (the "**Swap Banks**", which expression includes their respective successors, transferees and assigns);

(5) ABN AMRO CAPITAL USA LLC, CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK and CIT FINANCE LLC as mandated lead arrangers (the "**Mandated Lead Arrangers**" which expression includes their respective successors, transferees and assigns);

(6) ABN AMRO CAPITAL USA LLC, CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK and CIT FINANCE LLC as bookrunners (the "**Bookrunners**", which expression includes their respective successors, transferees and assigns);

(7) ABN AMRO CAPITAL USA LLC and CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK as structuring banks (the "**Structuring Banks**" which expression includes their respective successors, transferees and assigns);

(8) ABN AMRO CAPITAL USA LLC, acting in such capacity through its office at 100 Park Avenue, 17th Floor, New York, NY 10017, as agent for the Lenders (in such capacity, the "**Agent**", which expression includes its successors, transferees and assigns); and

(9) ABN AMRO CAPITAL USA LLC, acting in such capacity through its office at 100 Park Avenue, 17th Floor, New York, NY 10017, as security trustee for the Lenders and the Swap Banks (in such capacity, the "**Security Trustee**", which expression includes its successors, transferees and assigns).

BACKGROUND

(A) The Lenders have agreed to make available to the Borrower a senior secured credit facility in the aggregate principal amount of up to the lesser of $275,000,000 or 35% of the Fair Market Value of the Ships, consisting of (i) a term loan facility in the principal amount of up to $225,000,000 and (ii) a revolving credit facility in the principal amount of up to $50,000,000, for funding the Liquidity Account, retiring the debtor-in-possession financing, repaying pre-petition debt facilities (in accordance with the terms of the Reorganization Plan), and funding certain obligations of the Borrower as set forth in the Reorganization Plan, in the case of the Term Loan Facility and general corporate purposes in the case of the Revolving Credit Facility.

(B) The Swap Banks may enter into interest rate swap transactions with the Borrower from time to time to hedge the Borrower's exposure under this Agreement to interest rate fluctuations.

(C) The Lenders and the Swap Banks have agreed to share in the Collateral to be granted to the Security Trustee pursuant to this Agreement with the interest of the Swap Banks being secured on a *pari passu* basis.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 Definitions. Subject to Clause 1.5, in this Agreement:

"**Acceptable Accounting Firm**" means Deloitte, PricewaterhouseCoopers, Ernst & Young, KPMG, or such other recognized accounting firm as the Agent may, with the consent of the Majority Lenders, approve from time to time in writing, such consent and approval not to be unreasonably withheld or delayed;

"**Account Bank**" means ABN AMRO Bank N.V., acting through its office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands;

"Account Pledge" means a pledge of any Earnings Account, the Borrower Earnings Account and the Liquidity Account, in the form set out in Appendix C;

"**Advance**" means the principal amount of each borrowing by the Borrower under this Agreement;

"**Affected Lender**" has the meaning given in Clause 5.7;

"**Affiliate**" means, as to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such person or is a director or officer of such person, and for purposes of this definition, the term "**control**" (including the terms "**controlling**", "**controlled by**" and "**under common control with**") of a person means the possession, direct or indirect, of the power to vote 50% or more of the Voting Stock of such person or to direct or cause direction of the management and policies of such person, whether through the ownership of Voting Stock, by contract or otherwise;

"**Agreed Form**" means in relation to any document, that document in the form approved by the Agent with the consent of the Majority Lenders (such consent and approval not to be unreasonably withheld or delayed), or as otherwise approved in accordance with any other approval procedure specified in any relevant provision of any Finance Document;

"**Approved Broker**" means any of the companies listed on Schedule 7 or such other company proposed by the Borrower which the Agent may, with the consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed), approve from time to time for the purpose of valuing a Ship, who shall act as an expert and not as arbitrator and whose valuation shall be conclusive and binding on all parties to this Agreement;

"**Approved Flag**" means the flag of the Marshall Islands, Liberia or Panama or such other flag as the Agent may, with the consent of the Lenders, approve from time to time in writing as the flag on which a Ship shall be registered;

"**Approved Management Agreement**" means, in relation to a Ship in respect of its commercial and/or technical management, a management agreement between the Borrower or the Guarantor that owns that Ship and the relevant Approved Manager in Agreed Form;

"**Approved Manager**" means, in relation to the commercial management of each Ship, Eagle Shipping International (USA) LLC, a Marshall Islands limited liability company with offices at 477 Madison Avenue, Suite 1400, New York, New York 10022 USA, and, in relation to the technical management of each Ship, Eagle Ship Management LLC, a Marshall Islands company with offices at 477 Madison Avenue, Suite 1400, New York, New York 10022 USA, V.Ships USA LLC, a Florida limited liability company with offices at 1850 Southeast 17th Street, Fort Lauderdale, Florida 33316 USA or V Ships Management Limited, an Isle of Man company with offices at Sovereign House, Station Road, St Johns, Isle of Man IM4 3AJ, British Isles or, in either case, any of their respective Affiliates or any other company proposed by the Borrower which the Agent may, with the consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed), approve from time to time as the technical and/or commercial manager of a Ship, such approval to be given within 5 Business Days, failure to provide such approval or to withhold such consent within such 5 Business Day period shall be deemed evidence of such approval;

"**Availability Period**" means the period commencing on the Effective Date and ending:

(a) in the case of the Term Loan Facility, October 31, 2014 or, if earlier, on the date on which the Total Term Loan Commitments are fully borrowed, cancelled or terminated;

(b) in the case of the Revolving Credit Facility, on the date falling thirty (30) calendar days prior to the Maturity Date or, if earlier, the date on which the Total Revolving Credit Facility Commitments are fully cancelled or terminated;

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of New York;

"**Bankruptcy Proceeding**" means the Chapter 11 proceeding filed by the Borrower in the Bankruptcy Court administered as Case No.14-12303 (SHL);

"**Bank Secrecy Act**" means the United States Bank Secrecy Act of 1970, as amended;

"**Basel III**" means any of the changes designed to strengthen any capital standards or introduce minimum liquidity or other requirements referenced in the publication of the Groups of Governors and Heads of Supervision of the Basel Committee on Banking Supervision (the "**Basel Committee**") dated 16 December, 2010, or any subsequent paper or document published by the Basel Committee on any of those requirements;

"**Borrower Earnings Account**" means, in relation to the Ships, an account in the name of the Borrower with the Account Bank designated "Eagle Bulk – Borrower Earnings Account";

"**Business Day**" means a day on which banks are open in London, England; New York, New York; Paris, France; and Amsterdam, The Netherlands;

"**Capitalized Lease**" means, as applied to any person, any lease of any property (whether real, personal or mixed) of which the discounted present value of the rental obligations of such person, as lessee, in conformity with GAAP, is required to be capitalized on the balance sheet of such person; and "**Capitalized Lease Obligation**" is defined to mean the rental obligations, as aforesaid, under a Capitalized Lease;

"**Cash Equivalents**" means:

(a) securities issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States of America is pledged in support thereof);

(b) time deposits, certificates of deposit or deposits in the interbank market of any commercial bank of recognized standing organized under the laws of the United States of America, any state thereof or any foreign jurisdiction having capital and surplus in excess of $500,000,000;

(c) commercial paper issued by any issuer rate at least A-1 by S&P or at least P-1 by Moody's (or carrying an equivalent rating by a nationally recognized rating agency if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally), and in each case maturing not more than one year after the date of acquisition by such person;

(d) investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (a) through (c) above; and

(e) such other securities or instruments as the Lenders shall agree in writing;

and in respect of both (a) and (b) above, with a Rating Category of at least "BBB+" or "BBB" by S&P and "Baa1" or "Baa2" by Moody's (or the equivalent used by another Rating Agency), and in each case having maturities of not more than ninety (90) days from the date of acquisition;

"**Change of Control**" means:

(a) in respect of the Guarantors, the occurrence of any act, event or circumstance that without prior written consent of the Majority Lenders results in the Borrower owning directly or indirectly less than 100% of the issued and outstanding Equity Interests in a Guarantor; and

(b) in respect of the Borrower, means:

(i) a "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act), other than holders of more than 35% but less than or equal to 45% of the Borrower's Equity Interests as of the date of this Agreement, becomes the ultimate "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act and including by reason of any change in the ultimate "beneficial ownership" of the Equity Interests of the Borrower) of more than 35% of the total voting power of the Voting Stock of the Borrower (calculated on a fully diluted basis); or

(ii) any person, other than holders of more than 35% but less than or equal to 45% of the Borrower's Equity Interests as of the date of this Agreement, obtains the power (whether or not exercised) to elect a majority of the Board of Directors or equivalent governing body of the Borrower;

"**Charter**" means, in relation to a Ship, an Internal Charter of that Ship, or any bareboat, time or consecutive voyage charter in respect of that Ship for a term which exceeds, or which by virtue of any optional extensions may exceed, 18 months, in each case in Agreed Form;

"**Charter Assignment**" means, in relation to a Ship, an assignment of the Charter for such Ship, in the form set out in Appendix A;

"**Classification Society**" means, in relation to a Ship, American Bureau of Shipping, Lloyd's Register of Shipping or Nippon Kaiji Kyokai or such other first-class vessel classification society that is a member of IACS that the Agent may, with the consent of the Majority Lenders (such consent not to be unreasonably withheld), approve from time to time;

"**Code**" means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated and rulings issued thereunder;

"**Collateral**" means all property (including, without limitation, any proceeds thereof) referred to in the Finance Documents that is or is intended to be subject to any Security Interest in favor of the Security Trustee, for the benefit of the Lenders and the Swap Banks, securing the Secured Liabilities;

"**Commission**" means the United States Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act;

"**Commitment**" means, in relation to a Lender, the amount set opposite its name in Schedule 1, or, as the case may require, the amount specified in the relevant Transfer Certificate, as that amount may be reduced, cancelled or terminated in accordance with this Agreement (and "**Total Commitments**" means the aggregate of the Commitments of all the Lenders);

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute;

"**Compliance Certificate**" means a certificate executed by an authorized person of the Borrower in the form set out in Appendix B;

"**Confirmation**" and "**Early Termination Date**", in relation to any continuing Designated Transaction, have the meanings given in the relevant Master Agreement;

"**Consolidated EBITDA**" means, for any accounting period, the consolidated net income of the Borrower and all of its subsidiaries for that accounting period:

(a) plus, to the extent deducted in computing the net income of the Borrower for that accounting period, the sum, without duplication, of:

(i) all federal, state, local and foreign income taxes and tax distributions;

(ii) Consolidated Interest Expense;

(iii) extraordinary and unusual items;

(iv) depreciation, depletion, amortization of intangibles and other non-cash charges or non-cash losses (including non-cash transaction expenses and the amortization of debt discounts) and any extraordinary losses not incurred in the ordinary course of business;

(v) expenses incurred in connection with a special or intermediate survey of a Ship during such period;

(vi) any drydocking expenses;

(vii) restructuring expenses;

(viii) non-cash management and board of directors incentive compensation expenses;

(ix) any write-off for financing costs;

(b) minus, to the extent added in computing the consolidated net income of the Borrower for that accounting period, (i) any non-cash income or non-cash gains and (ii) any extraordinary gains on asset sales not incurred in the ordinary course of business;

"**Consolidated Funded Debt**" means, for any relevant accounting period, the sum of all Financial Indebtedness that bears interest for the Borrower and all of its subsidiaries determined (without duplication) on a consolidated basis for such period and in accordance with GAAP consistently applied minus the aggregate amount of cash and Cash Equivalents, **provided that** balance sheet accruals for future drydock expenses shall not be classified as Consolidated Funded Debt;

"**Consolidated Interest Expense**" means, in relation to any relevant accounting period, the aggregate of (i) all interest, commissions, discounts and other costs, charges or expenses, (ii) any net amounts payable under interest rate hedging agreements and (iii) the amortization of deferred financing costs (including fees payable to the Creditor Parties hereunder) due from the Borrower and all of its subsidiaries or otherwise accrued during the relevant accounting period, determined on a consolidated basis in accordance with GAAP and as shown in the consolidated statements of income for the Borrower;

"**Consolidated Total Capitalization**" means Tangible Net Worth plus Consolidated Funded Debt;

"**Contractual Currency**" has the meaning given in Clause 22.4;

"**Contribution**" means, in relation to a Lender, the part of the Term Loan or, as the case may be, the Revolving Loan which is owing to that Lender under the Term Loan Facility or, as the case may be, the Revolving Credit Facility or, as the context may require, the portion of an Advance to be made by such Lender;

"Corresponding Debt" has the meaning specified in Clause 32;

"**Creditor Party**" means the Agent, the Security Trustee, any Mandated Lead Arranger, any Bookrunner, any Structuring Bank, any Lender or any Swap Bank, whether as at the date of this Agreement or at any later time;

"**Currency Agreement**" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect a person or any of its subsidiaries against fluctuations in currency values to or under which such person or any of its subsidiaries is a party or a beneficiary on the date of this Agreement or becomes a party or a beneficiary thereafter;

"**Designated Transaction**" means a Transaction which fulfills the following requirements:

(a) it is entered into by the Borrower pursuant to a Master Agreement with a Swap Bank;

(b) its purpose is the hedging of the Borrower's exposure under this Agreement to fluctuations in LIBOR arising from the funding of the Loan (or any part thereof) for a period expiring no later than the Maturity Date; and

(c) it is designated by the Borrower, by delivery by the Borrower to the Agent of a notice of designation in the form set out in Schedule 6, as a Designated Transaction for the purposes of the Finance Documents;

"**Dollars**" and "**$**" means the lawful currency for the time being of the United States of America;

"**Drawdown Date**" means, in relation to an Advance, the date requested by the Borrower for such Advance to be made, or (as the context requires) the date on which such Advance is actually made;

"**Drawdown Notice**" means a notice in the form set out in Schedule 3 (or in any other form which the Agent approves or reasonably requires);

"**Earnings**" means, in relation to a Ship, all moneys whatsoever which are now, or later become, payable (actually or contingently) to the Guarantor owning that Ship or the Security Trustee and which arise out of the use or operation of that Ship, including (but not limited to):

(a) except to the extent that they fall within paragraph (b):

  (i) all freight, hire and passage moneys;

  (ii) compensation payable to the Guarantor owning that Ship or the Security Trustee in the event of requisition of that Ship for hire;

  (iii) remuneration for salvage and towage services;

  (iv) demurrage and detention moneys;

  (v) damages for breach (or payments for variation or termination) of any charterparty or other contract for the employment of that Ship; and

(vi) all moneys which are at any time payable under Insurances in respect of loss of hire; and

(b) if and whenever that Ship is employed on terms whereby any moneys falling within paragraphs (a)(i) to (vi) are pooled or shared with any other person, that proportion of the net receipts of the relevant pooling or sharing arrangement which is attributable to that Ship;

"**Earnings Account**" means, in relation to a Ship, an account in the name of the Guarantor owning that Ship with the Account Bank designated "Eagle Bulk – [Ship Name] Earnings Account";

"**Earnings Assignment**" means, in relation to a Ship, an assignment of the Earnings and any Requisition Compensation of that Ship, in the form set out in Appendix D;

"**Effective Date**" means the date on which this Agreement is executed and delivered by the parties hereto;

"**Email**" has the meaning given in Clause 29.1;

"**Environmental Claim**" means:

(a) any claim by any governmental, judicial or regulatory authority which arises out of an Environmental Incident or an alleged Environmental Incident or which relates to any Environmental Law; or

(b) any claim by any other person which relates to an Environmental Incident or to an alleged Environmental Incident,

and "**claim**" means a claim for damages, compensation, indemnification, contribution, fines, penalties or any other payment of any kind whether or not similar to the foregoing; an order or direction to take, or not to take, certain action or to desist from or suspend certain action; and any form of enforcement or regulatory action, including the arrest or attachment of any asset;

"**Environmental Incident**" means:

(a) any release of Environmentally Sensitive Material from a Ship; or

(b) any incident in which Environmentally Sensitive Material is released and which involves a collision or allision between a Ship and another vessel or object, or some other incident of navigation or operation, in any case, in connection with which such Ship is actually or potentially liable to be arrested, attached, detained or injuncted and/or such Ship and/or the Borrower and/or the Guarantor owning such Ship and/or any operator or manager of the Ship is at fault or allegedly at fault or otherwise liable to any legal or administrative action; or

(c) any other incident in which Environmentally Sensitive Material is released otherwise than from a Ship and in connection with which such Ship is actually or potentially liable to be arrested and/or where the Borrower and/or the Guarantor owning such Ship and/or any operator or manager of such Ship is at fault or allegedly at fault or otherwise liable to any legal or administrative action;

"**Environmental Law**" means any law relating to pollution or protection of the environment, to the carriage of Environmentally Sensitive Material or to actual or threatened releases of Environmentally Sensitive Material, to the extent applicable;

"**Environmental Permit**" means any permit, approval, identification number, license or other authorization required under any Environmental Law;

"**Environmentally Sensitive Material**" means oil, oil products and any other substance (including any chemical, gas or other hazardous or noxious substance) which is (or is capable of being or becoming) polluting, toxic or hazardous;

"**Equity Interests**" of any person means:

(a) any and all shares and other equity interests (including common stock, preferred stock, limited liability company interests and partnership interests) in such person; and

(b) all rights to purchase, warrants or options or convertible debt (whether or not currently exercisable), participations or other equivalents of or interests in (however designated) such shares or other interests in such person;

"**ERISA**" means the United States Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated and rulings issued thereunder;

"**ERISA Affiliate**" means a trade or business (whether or not incorporated) that, together with the Borrower or any subsidiary of it, would be deemed to be a single employer under Section 414 of the Code;

"**Estate**" has the meaning assigned such term in Clause 31.1(b)(ii);

"**Event of Default**" means any of the events or circumstances described in Clause 20.1;

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, and any successor act thereto, and (unless the context otherwise requires) includes the rules and regulations of the Commission promulgated thereunder;

"Excluded Entity" has the meaning given in Clause 27.2;

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a Master Agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal;

"**Executive Order**" means an executive order issued by the President of the United States of America;

"**Exit Warrants**" means those warrants that have been or will be issued pursuant to the Reorganization Plan to certain shareholders of the Borrower and certain holders of warrants issued by the Borrower;

"**Fair Market Value**" means, in relation to a Ship, the market value of such Ship at any date that is shown by the average of two (2) valuations each prepared for and addressed to the Agent at the cost of the Borrower:

(a) as at a date not more than 14 days prior to the date such valuation is delivered to the Agent;

(b) by Approved Brokers selected by the Borrower;

(c) on a "desk-top" basis without physical inspection of that Ship;

(d) on the basis of a sale for prompt delivery for cash on normal arm's length commercial terms as between a willing seller and a willing buyer, free of any existing charter or other contract of employment (and with no value to be given to any pooling arrangements); and

(e) after deducting the estimated amount of the usual and reasonable expenses which would be incurred in connection with the sale;

provided that if a range of market values is provided in a particular appraisal, then the market value in such appraisal shall be deemed to be the mid-point within such range;

"**FATCA**" means Sections 1471 through 1474 of the Code and any regulations thereunder issued by the United States Treasury;

"**FATCA Deduction**" means a deduction or withholding from a payment under any Finance Document required by or under FATCA;

"**FATCA Exempt Party**" means a FATCA Relevant Party who is entitled under FATCA to receive payments free from any FATCA Deduction and any FATCA Relevant Party which has at any time been a FATCA Exempt Party and ceases to be entitled under FATCA to receive payments free from any FATCA Deduction as a result of any change in law (including any change in the interpretation, administration or application of any applicable law, treaty or intergovernmental agreement) that results in FATCA being materially more onerous for such FATCA Relevant Party to comply with;

"**FATCA Non-Exempt Party**" means a FATCA Relevant Party who is not a FATCA Exempt Party;

"**FATCA Non-Exempt Lender**" means any Lender who is a FATCA Non-Exempt Party;

"**FATCA Relevant Party**" means each Creditor Party and each Security Party;

"**FCPA**" means the Foreign Corrupt Practices Act, 15 U.S.C. §78 et seq., as it may be amended from time to time;

"**Fee Letter**" means each of the fee letter with respect to upfront and underwriting fees dated September 5, 2014 to the Borrower from the Structuring Banks and the fee letter with respect to structuring, syndication and administrative agency fees dated September 5, 2014 to the Borrower from the Structuring Banks;

"**Finance Documents**" means:

(a) this Agreement;

(b) the Borrower Earnings Account Pledge;

(c) any Guarantor Accession Agreement;

(d) the Charter Assignments;

(e) the Account Pledges;

(f) the Earnings Assignments;

(g) the Fee Letters;

(h) the Insurance Assignments;

(i) the Management Agreement Assignments;

(j) the Master Agreement Assignments;

(k) the Membership Interest Pledge;

(l) the Mortgages;

(m) the Notes; and

(n) any other document (whether creating a Security Interest or not) which is executed at any time by any person as security for, or to establish any form of subordination or priorities arrangement in relation to, any amount payable to the Lenders and/or the Swap Banks under this Agreement, any Master Agreement or any of the other documents referred to in this definition;

"**Financial Indebtedness**" means, with respect to any person (the "**debtor**") at any date of determination (without duplication):

(a) all obligations of the debtor for principal, interest or any other sum payable in respect of any moneys borrowed or raised by the debtor;

(b) all obligations of the debtor evidenced by bonds, debentures, notes or other similar instruments;

(c) all obligations of the debtor in respect of any acceptance credit, guarantee or letter of credit facility or equivalent made available to the debtor (including reimbursement obligations with respect thereto);

(d) all obligations of the debtor to pay the deferred purchase price of property or services, which purchase price is due more than six months after the date of placing such property in service or taking delivery thereto or the completion of such services, except trade payables;

(e) all Capitalized Lease Obligations of the debtor as lessee;

(f) all Financial Indebtedness of persons other than the debtor secured by a Security Interest on any asset of the debtor, whether or not such Financial Indebtedness is assumed by the debtor, **provided that** the amount of such Financial Indebtedness shall be the lesser of (i) the fair market value of such asset at such date of determination and (ii) the amount of such Financial Indebtedness;

(g) all Financial Indebtedness of persons other than the debtor under any guarantee, indemnity or similar obligation entered into by the debtor to the extent such Financial Indebtedness is guaranteed, indemnified, etc. by the debtor; and

(h) to the extent not otherwise included in this definition, obligations of the debtor under Currency Agreements and Interest Rate Agreements or any other kind of derivative transaction entered into by the debtor or, if the agreement under which any such transaction is entered into requires netting of mutual liabilities, the liability of the debtor for the net amount.

The amount of Financial Indebtedness of any debtor at any date shall be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations, the maximum liability upon the occurrence of the contingency giving rise to the obligation, as determined in conformity with GAAP, **provided that** (i) the amount outstanding at any time of any Financial Indebtedness issued with an original issue discount is the face amount of such Financial Indebtedness less the remaining unamortized portion of such original issue discount of such Financial Indebtedness at such time as determined in conformity with GAAP, and (ii) Financial Indebtedness shall not include any liability for taxes;

"**First Drawdown Date**" means the date on which the first of the Advances were made hereunder;

"**Fiscal Year**" means, in relation to any person, each period of one (1) year commencing on January 1 of each year and ending on December 31 of such year in respect of which its accounts are or ought to be prepared;

"**Foreign Pension Plan**" means any plan, fund (including without limitation, any superannuation fund) or other similar program established or maintained outside the United States of America by the Borrower or any one or more of its subsidiaries primarily for the benefit of its or their employees residing outside the United States of America, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan, fund or program would be covered by Title IV of ERISA but which is not subject to ERISA by reason of Section (4)(b)(4) of ERISA;

"**GAAP**" means generally accepted accounting principles in the United States of America, including, without limitation, those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession;

"**Guaranteed Obligations**" has the meaning given in Clause 16.1;

"**Guarantor Accession Agreement**" means an agreement providing for the accession of a person to this Agreement as a Guarantor in the form set out in Appendix E hereto;

"**IACS**" means the International Association of Classification Societies;

"**Incentive Awards**" means the shares, options and warrants issued or issuable currently or in the future under any management or employee incentive plan of the Borrower or any Guarantor (including the management incentive plan contemplated by the Reorganization Plan), including those reserved to be allocated to certain employees in the future;

"**Insurances**" means in relation to a Ship:

(a) all policies and contracts of insurance, including entries of that Ship in any protection and indemnity or war risks association, effected in respect of that Ship, the Earnings or otherwise in relation to that Ship whether before, on or after the date of this Agreement; and

(b) all rights and other assets relating to, or derived from, any of the foregoing, including any rights to a return of a premium and any rights in respect of any claim whether or not the relevant policy, contract of insurance or entry has expired on or before the date of this Agreement;

"**Insurance Assignment**" means, in relation to a Ship, an assignment of the Insurances, in the form set out in Appendix F;

"**Interest Coverage Cure Amount**" means the aggregate balance of deposits made pursuant to Clause 12.3(b) and held in the Liquidity Account at any relevant time;

"**Interest Coverage Ratio**" means the ratio of (i) the sum of Consolidated EBITDA plus the Interest Coverage Cure Amount, to (ii) Consolidated Interest Expense;

"**Interest Period**" means a period determined in accordance with Clause 6;

"**Interest Rate Agreement**" means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement (including any Master Agreement), interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement designed to protect a person or any of its subsidiaries against fluctuations in interest rates to or under which such person or any of its subsidiaries is a party or a beneficiary on the date hereof or becomes a party or a beneficiary hereafter;

"**Internal Charter**" means, in relation to a Ship, any bareboat, time or consecutive voyage charter in respect of that Ship made between the Guarantor that owns that Ship and any Affiliate of the Borrower, in each case in Agreed Form;

"**IRS**" means the United States Internal Revenue Service or any successor taxing authority or agency of the United States government;

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organization, as the same may be amended or supplemented from time to time (and the terms "**safety management system**", "**Safety Management Certificate**" and "**Document of Compliance**" have the same meanings as are given to them in the ISM Code);

"**ISM Code Documentation**" includes, in respect of a Ship:

(a) the Document of Compliance and Safety Management Certificate issued pursuant to the ISM Code in relation to that Ship within the periods specified by the ISM Code;

(b) all other documents and data which are relevant to the safety management system and its implementation and verification which the Agent may require; and

(c) any other documents which are prepared or which are otherwise relevant to establish and maintain that Ship's compliance or the compliance of the Guarantor that owns that Ship or the relevant Approved Manager of such Ship with the ISM Code which the Agent may require;

"**ISPS Code**" means the International Ship and Port Facility Security Code as adopted by the International Maritime Organization, as the same may be amended or supplemented from time to time;

"**ISPS Code Documentation**" includes:

(a) the ISSC; and

(b) all other documents and data which are relevant to the ISPS Code and its implementation and verification which the Agent may require;

"**ISSC**" means a valid and current International Ship Security Certificate issued under the ISPS Code;

"**Lending Office**" means, with respect to any Lender, the office of such Lender specified as its "Lending Office" under its name on Schedule 1 or in the relevant Transfer Certificate pursuant to which it became a Lender, or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Agent;

"**LIBOR**" means, in relation to any period for which an interest rate is to be determined under any provision of a Finance Document:

(a) the applicable Screen Rate; or

(b) if no Screen Rate is available for that period, the rate per annum determined by the Agent to be the arithmetic mean (rounded upwards to four (4) decimal places) of the rates, as supplied to the Agent at its request, quoted by each Reference Bank to leading banks in the London Interbank Market;

as of 11:00 a.m. (London time) on the Quotation Date for that period for the offering of deposits in the relevant currency and for a period comparable to that period; **provided** that, if LIBOR falls below zero for any period, LIBOR will be deemed equal to zero for that period;

"**Liquidity**" means, at any time, the sum of (a) cash and (b) Cash Equivalents, in each case held by the Borrower on a freely available and unencumbered basis (other than in favor of the Lenders);

"**Liquidity Account**" means an account in the name of the Borrower with the Account Bank designated "Eagle Bulk Shipping Inc. - Liquidity Account";

"**Liquidity Account Pledge**" means a pledge of the Liquidity Account, in the form set out in Appendix G;

"Loan" means, as the context may require, the Term Loan or the Revolving Loan or the aggregate of both of them;

"**Major Casualty**" means, in relation to a Ship, any casualty to that Ship in respect of which the claim or the aggregate of the claims against all insurers, before adjustment for any relevant franchise or deductible, exceeds $1,000,000 or the equivalent in any other currency;

"**Majority Lenders**" means:

(a) before any Advance has been made, Lenders whose Term Loan Commitments and Revolving Credit Facility Commitments total at least 66 2/3 % of the Total Commitments;

(b) after the Term Loan has been made, Lenders, the sum of whose Contributions in respect of the Term Loan and whose Revolving Credit Facility Commitments (or after the termination thereof, whose Contributions in respect of the Revolving Loan) represent an amount of at least 66 2/3% of the sum of (i) the Term Loan and (ii) either the Total Commitments in respect of the Revolving Credit Facility or, after the termination of such Total Commitments in respect of the Revolving Credit Facility, the Revolving Loan at such time;

"**Management Agreement Assignment**" means, in relation to a Ship, an assignment of any Approved Management Agreement, in the form set out in Appendix L;

"**Margin**" means, in relation to any relevant Interest Period:

(a) prior to first anniversary of the First Drawdown Date, 3.875% per annum;

(b) on and after the first anniversary of the First Drawdown Date, if the aggregate Fair Market Value of the Ships determined with reference to the most recent valuations delivered by the Borrower to the Agent for purposes of such Interest Period divided by the aggregate of the Loan (including amounts drawn and committed but undrawn) is:

(i) less than 225%, 4.00% per annum;

(ii) greater than or equal to 225% and less than or equal to 250%, 3.75% per annum;

(iii) greater than 250%, 3.50% per annum;

"**Margin Stock**" has the meaning specified in Regulation U of the Board of Governors of the United States Federal Reserve System and any successor regulations thereto, as in effect from time to time;

"**Master Agreement**" means each master agreement (on the 1992 or 2002 ISDA (Multicurrency - Crossborder) form) made between the Borrower and a Swap Bank and includes all Designated Transactions from time to time entered into and Confirmations from time to time exchanged under the master agreement;

"**Master Agreement Assignment**" means, in relation to each Master Agreement, the assignment of such Master Agreement, in the form set out in Appendix H;

"**Material Adverse Effect**" means a material adverse effect on the financial condition of the Borrower and its subsidiaries on a consolidated basis, which in the reasonable opinion of the Lenders acting in good faith, would materially prejudice the successful and timely performance of the material payment obligations under the Finance Documents;

"**Maturity Date**" means the earlier of (a) the date falling on the fifth anniversary of the First Drawdown Date, (b) December 15, 2019 and (c) the date on which the Loan is accelerated pursuant to Clause 20.4;

"**Membership Interest Pledge**" means a pledge of the membership interests of a Guarantor, in the form set out in Appendix I;

"**Minimum Liquidity**" has the meaning given in Clause 12.4;

"**Moody's**" means Moody's Investor Service, Inc., a subsidiary of Moody's Corporation, and its successors;

"**Mortgage**" means, in relation to a Ship, the first preferred Marshall Islands ship mortgage on that Ship, in the form set out in Appendix J;

"**Multiemployer Plan**" means, at any time, a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which the Borrower or any subsidiary of it or any ERISA Affiliate has any liability or obligation to contribute or has within any of the six preceding plan years had any liability or obligation to contribute;

"**Non-indemnified Tax**" means:

(a) any tax on the net income of a Creditor Party (but not a tax on gross income or individual items of income), whether collected by deduction or withholding or otherwise, which is levied by a taxing jurisdiction which:

(i) is located in the country under whose laws such entity is formed (or in the case of a natural person is a country of which such person is a citizen); or

(ii) with respect to any Lender, is located in the country of its Lending Office; or

(iii) with respect to any Creditor Party other than a Lender, is located in the country from which such party has originated its participation in this transaction; or

(b) any FATCA Deduction made on account of a payment to a FATCA Non-Exempt Party;

"**Note**" means:

(a) in respect of the Term Loan Facility, a promissory note of the Borrower, payable to the order of the Agent, evidencing the aggregate indebtedness of the Borrower under this Agreement in respect of the Term Loan Facility, in the form set out in Appendix K-1; and

(b) in respect of the Revolving Credit Facility, a promissory note of the Borrower, payable to the order of the Agent, evidencing the aggregate indebtedness of the Borrower under this Agreement in respect of the Revolving Credit Facility, in the form set out in Appendix K-2;

"**Notifying Lender**" has the meaning given in Clause 24.1 or Clause 25.1 as the context requires;

"***pari passu***", when used with respect to the ranking of any Financial Indebtedness of any person in relation to other Financial Indebtedness of such person, means that each such Financial Indebtedness:

(b) either (i) is not subordinated in right of payment to any other Financial Indebtedness of such person or (ii) is subordinate in right of payment to the same Financial Indebtedness of such person as is the other and is so subordinate to the same extent; and

(c) is not subordinate in right of payment to the other or to any Financial Indebtedness of such person as to which the other is not so subordinate;

"Parallel Debt" has the meaning specified in Clause 32;

"**PATRIOT Act**" means the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Improvement and Reauthorization Act of 2005 (H.R. 3199);

"**Payment Currency**" has the meaning given in Clause 22.4;

"**Permitted Security Interests**" means:

(a) Security Interests created by the Finance Documents;

(b) Security Interests for unpaid but not past due master's and crew's wages in accordance with usual maritime practice;

(c) Security Interests for salvage;

(d) Security Interests arising by operation of law for not more than two (2) months' prepaid hire under any charter or other contract of employment in relation to a Ship not otherwise prohibited by this Agreement or any other Finance Document;

(e) Security Interests for master's disbursements incurred in the ordinary course of trading and any other Security Interests arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of a Ship, **provided** such Security Interests do not secure amounts more than 30 days overdue (unless the overdue amount is being contested by the Borrower or the Guarantor that owns such Ship in good faith by appropriate steps) and subject, in the case of Security Interests for repair or maintenance, to Clause 14.13(h);

(f) any Security Interest created in favor of a plaintiff or defendant in any proceedings or arbitration as security for costs and expenses where the Borrower or the Guarantor that owns the relevant Ship is actively prosecuting or defending such proceedings or arbitration in good faith and such Security Interest does not (and is not likely to) result in any sale, forfeiture or loss of a Ship; and

(g) Security Interests arising by operation of law in respect of taxes which are not overdue for payment or in respect of taxes being contested in good faith by appropriate steps and in respect of which appropriate reserves have been made;

(h) any Security Interest arising by operation of law with respect to any charter or other contract of affreightment of a Ship, provided that such Security Interest is subordinated to the Security Interest of the Mortgage;

(i) Security Interest in respect of claims, losses, damages or expenses fully covered by insurance, subject to applicable deductibles reasonably satisfactory to the Agent, or in respect of which a bond or other security has been posted by or on behalf of the relevant Guarantor as owner with the appropriate court or other tribunal to prevent the arrest or secure the release of a Ship from arrest; and

(j) any Security Interest not covered by clauses (a) through (i) above and incurred in the ordinary course of business in connection with the operation of a Ship in an amount not to exceed $250,000 per Ship (such Security Interest not to remain outstanding for more than 60 days).

"**Pertinent Document**" means:

(a) any Finance Document;

(b) any policy or contract of insurance contemplated by or referred to in Clause 13 or any other provision of this Agreement or another Finance Document;

(c) any other document contemplated by or referred to in any Finance Document; and

(d) any document which has been or is at any time sent by or to a Servicing Bank in contemplation of or in connection with any Finance Document or any policy, contract or document falling within paragraphs (b) or (c);

"**Pertinent Jurisdiction**", in relation to a company, means:

(a) the jurisdiction under the laws of which the company is incorporated or formed;

(b) a jurisdiction in which the company has the center of its main interests or in which the company's central management and control is or has recently been exercised;

(c) a jurisdiction in which the overall net income of the company is subject to corporation tax, income tax or any similar tax;

(d) a jurisdiction in which assets of the company (other than securities issued by, or loans to, related companies) having a substantial value are situated, in which the company maintains a branch or permanent place of business, or in which a Security Interest created by the company must or should be registered in order to ensure its validity or priority; or

(e) a jurisdiction the courts of which have jurisdiction to make a winding up, administration or similar order in relation to the company whether as a main or territorial or ancillary proceedings or which would have such jurisdiction if their assistance were requested by the courts of a country referred to in paragraphs (a) or (b) above;

"**Pertinent Matter**" means:

(a) any transaction or matter contemplated by, arising out of, or in connection with a Pertinent Document; or

(b) any statement relating to a Pertinent Document or to a transaction or matter falling within paragraph (a),

and covers any such transaction, matter or statement, whether entered into, arising or made at any time before the signing of this Agreement or on or at any time after that signing;

"**Plan**" means any employee benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect to which the Borrower or any subsidiary of it or ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA;

"**Potential Event of Default**" means an event or circumstance which, with the giving of any notice, the lapse of time, a determination of the Majority Lenders and/or the satisfaction of any other condition, would constitute an Event of Default;

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed;

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Security Party that has total assets exceeding $10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act;

"**Quotation Date**" means, in relation to any period for which an interest rate is to be determined under any provision of a Finance Document, the day which is two (2) Business Days before the first day of that period, unless market practice differs in the London Interbank Market for a currency, in which case the Quotation Date will be determined by the Agent in accordance with market practice in the London Interbank Market (and if quotations would normally be given by leading banks in the London Interbank Market on more than one day, the Quotation Date will be the last of those days);

"**Reference Banks**" means, subject to Clause 27.16, ABN AMRO CAPITAL USA LLC, CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK and CIT FINANCE LLC, and any such banks that may be appointed by the Agent;

"Relevant Percentage" means, in relation to any Ship that is sold or becomes a Total Loss, a fraction (expressed as a percentage, rounded up to the nearest tenth of a percent) where (i) the numerator is the Fair Market Value of the relevant Ship, and (ii) the denominator is the sum of the Fair Market Value of the relevant Ship plus the Security Value of all other Ships, in each case determined in accordance with the definition of "Fair Market Value" on the basis of the most recent valuations delivered pursuant to Clause 9.1(a) or Clause 11.1(h) of this Agreement.

"**Reorganization Plan**" means the plan of reorganization filed by the Borrower in the Bankruptcy Proceeding as Docket No.15, which has been confirmed by the Bankruptcy Court pursuant to the Reorganization Plan Confirmation Order;

"**Reorganization Plan Confirmation Order**" means the Bankruptcy Court's order confirming the Reorganization Plan entered on September 22, 2014 as Docket No. 112 in the Bankruptcy Proceeding;

"**Repayment Date**" means a date on which a repayment is required to be made under Clause 8;

"**Requisition Compensation**" includes all compensation or other moneys payable by reason of any act or event such as is referred to in paragraph (b) of the definition of "**Total Loss**";

"**Revolving Advance**" means the principal amount of each borrowing by the Borrower of a portion of the Revolving Credit Facility Commitments;

"**Revolving Credit Facility**" means the revolving credit facility in the original principal amount of up to $50,000,000 to be made available to the Borrower under the terms of this Agreement;

"**Revolving Credit Facility Commitment**" means, in relation to a Lender, the amount set forth opposite its name in Schedule 1 in respect of the Revolving Credit Facility, or, as the case may require, the amount(s) specified in the relevant Transfer Certificate, as such amount(s) may be reduced, cancelled or terminated in accordance with this Agreement (and "**Total Revolving Credit Facility Commitments**" means the aggregate of the Revolving Credit Facility Commitments of all the Lenders);

"Revolving Loan" means the aggregate principal amount of the Revolving Advances from time to time outstanding under this Agreement;

"Revolving Loan Lenders" means those Lenders holding Revolving Credit Facility Commitments or any portion of the Revolving Loan;

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, importing, insuring, financing or making assets available (or other activities similar to or connected with any of the foregoing) imposed by law, regulation or Executive Order of the United States of America, the Council of the European Union, the United Nations or its Security Council, **provided that** such laws, regulations and Executive Orders shall be applicable only to the extent such laws and regulations are not inconsistent with the laws and regulations of the United States of America;

"**Screen Rate**" means, in relation to any period for which an interest rate is to be determined under any provision of a Finance Document, the London interbank offered rate as administered by ICE Benchmark Administration Limited (or any other person that takes over the administration of such rate) for the relevant currency and period displayed on the appropriate page of the Reuters screen. If the agreed page is replaced or service ceases to be available, the Agent may specify another page or service displaying the appropriate rate after consultation with the Borrower and the Lenders;

"**Secured Liabilities**" means all liabilities which the Security Parties or any of them have, at the date of this Agreement or at any later time or times, under or in connection with any Finance Document or the Master Agreements or any judgment relating to any Finance Documents or the Master Agreements; and for this purpose, there shall be disregarded any total or partial discharge of these liabilities, or variation of their terms, which is effected by, or in connection with, any bankruptcy, liquidation, arrangement or other procedure under the insolvency laws of any country;

"**Security Interest**" means:

(a) a mortgage, encumbrance, charge (whether fixed or floating) or pledge, any maritime or other lien or privilege or any other security interest of any kind;

(b) the security rights of a plaintiff under an action *in rem*; and

(c) any arrangement entered into by a person (A) the effect of which is to place another person (B) in a position which is similar, in economic terms, to the position in which B would have been had he held a security interest over an asset of A; but this paragraph (c) does not apply to a right of set off or combination of accounts conferred by the standard terms of business of a bank or financial institution;

"**Security Party**" means the Borrower, the Guarantors and any other person (except a Creditor Party and an Approved Manager which is unaffiliated with the Borrower or the Guarantors) who, as a surety, guarantor, mortgagor, assignor or pledgor, as a party to any subordination or priorities arrangement, or in any similar capacity, executes a Finance Document;

"**Security Period**" means the period commencing on the date of this Agreement and ending on the date that:

(a) all amounts which have become due for payment by the Borrower or any other Security Party under the Finance Documents and the Master Agreements have been paid;

(b) no amount is owing or has accrued (without yet having become due for payment) under any Finance Document or any Master Agreement; and

(c) neither the Borrower nor any other Security Party has any future or contingent liability under Clause 21, 22 or 23 or any other provision of this Agreement or another Finance Document or a Master Agreement;

"Security Value" means, in respect of any relevant date, the aggregate amount of the Fair Market Value of all Ships then subject to a Mortgage and which have not become the subject of a Total Loss on the basis of the most recent valuations delivered pursuant to Clause 9.1(a) or Clause 11.1(h) of this Agreement, as the case may be.

"**Servicing Bank**" means the Agent or the Security Trustee;

"**Ship**" means any of the Ships listed in Schedule 8 owned by the relevant Guarantor and registered in its ownership under the Approved Flag;

"**S&P**" means Standard & Poor's Rating Services, a division of The McGraw Hill Companies Inc, and its successors;

"**Swap Counterparty**" means, at any relevant time and in relation to a continuing Designated Transaction, the Swap Bank which is a party to that Designated Transaction;

"**Swap Exposure**" means, as at any relevant date and in relation to a Swap Counterparty, the amount certified by the Swap Counterparty to the Agent to be the aggregate net amount in Dollars which would be payable by the Borrower to the Swap Counterparty under (and calculated in accordance with) section 6(e) (*Payments on Early Termination*) of the Master Agreement entered into by the Swap Counterparty with the Borrower if an Early Termination Date had occurred on the relevant date in relation to all continuing Designated Transactions entered into between the Borrower and the Swap Counterparty;

"**Swap Obligation**" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act;

"**Tangible Net Worth**" means, for any relevant accounting period, the total shareholders' equity after the effective date of the Plan (including retained earnings) of the Borrower, minus goodwill and other non-tangible items;

"**Term Loan**" means the aggregate amount of the borrowing by the Borrower of the Term Loan Commitments;

"**Term Loan Lenders**" means those Lenders holding Term Loan Commitments or any portion of the Term Loan;

"Term Loan Commitment" means, in relation to a Lender, the amount set forth opposite its name in Schedule 1 in respect of the Term Loan Facility, or, as the case may require, the amount(s) specified in the relevant Transfer Certificate, as such amount(s) may be reduced, cancelled or terminated in accordance with this Agreement (and "Total Term Loan Commitments" means the aggregate of the Term Loan Commitments of all the Lenders);

"**Term Loan Facility**" means the term loan facility in the aggregate principal amount of up to $225,000,000 to be made available to the Borrower under the terms of this Agreement;

"**Total Loss**" means in relation to a Ship:

(a) actual, constructive, compromised, agreed or arranged total loss of that Ship;

(b) any expropriation, confiscation, requisition or acquisition of that Ship, whether for full consideration, a consideration less than its proper value, a nominal consideration or without any consideration, which is effected by any government or official authority or by any person or persons claiming to be or to represent a government or official authority (excluding a requisition for hire for a fixed period not exceeding one (1) year without any right to an extension), unless it is within one (1) month redelivered to the full control of the Guarantor owning that Ship; or

(c) any arrest, capture, seizure or detention of that Ship (including any hijacking or theft) unless it is within one (1) month redelivered to the full control of the Guarantor owning that Ship;

"**Total Loss Date**" means in relation to a Ship:

(a) in the case of an actual loss of that Ship, the date on which it occurred or, if that is unknown, the date when that Ship was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of that Ship, the earliest of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made by or on behalf of the Guarantor owning that Ship with the Ship's insurers in which the insurers agree to treat the Ship as a total loss; and

(c) in the case of any other type of total loss, on the date (or the most likely date) on which it appears to the Agent that the event constituting the total loss occurred;

"**Transaction**" has the meaning given in each Master Agreement;

"**Transfer Certificate**" has the meaning given in Clause 27.2;

"**Transferee Lender**" has the meaning given in Clause 27.2;

"**Transferor Lender**" has the meaning given in Clause 27.2; and

"**Voting Stock**" of any person as of any date means the Equity Interests of such person that are at the time entitled to vote in the election of some or all of the members of the board of directors or similar governing body of such person.

1.2 Construction of certain terms. In this Agreement:

"**approved**" means, for the purposes of Clause 13, approved in writing by the Agent with the consent of the Majority Lenders;

"**asset**" includes every kind of property, asset, interest or right, including any present, future or contingent right to any revenues or other payment;

"**company**" includes any corporation, limited liability company, partnership, joint venture, unincorporated association, joint stock company and trust;

"**consent**" includes an authorization, consent, approval, resolution, license, exemption, filing, registration, notarization and legalization;

"**contingent liability**" means a liability which is not certain to arise and/or the amount of which remains unascertained;

"**document**" includes a deed; also a letter, Email or fax;

"**excess risks**" means, in relation to a Ship, the proportion of claims for general average, salvage and salvage charges not recoverable under the hull and machinery policies in respect of that Ship in consequence of its insured value being less than the value at which that Ship is assessed for the purpose of such claims;

"**expense**" means any kind of cost, charge or expense (including all legal costs, charges and expenses) and any applicable value added or other tax;

"**law**" includes any order or decree, any form of delegated legislation, any treaty or international convention and any statute, regulation or resolution of the United States of America, any state thereof, the Council of the European Union, the European Commission, the United Nations or its Security Council or any other Pertinent Jurisdiction;

"**legal or administrative action**" means any legal proceeding or arbitration and any administrative or regulatory action or investigation;

"**liability**" includes every kind of debt or liability (present or future, certain or contingent), whether incurred as principal or surety or otherwise;

"**months**" shall be construed in accordance with Clause 1.3;

"**obligatory insurances**" means, in relation to a Ship, all insurances effected, or which the Guarantor owning that Ship is obliged to effect, under Clause 13 or any other provision of this Agreement or another Finance Document;

"**parent company**" has the meaning given in Clause 1.4;

"**person**" includes natural persons; any company; any state, political sub-division of a state and local or municipal authority; and any international organization;

"**policy**", in relation to any insurance, includes a slip, cover note, certificate of entry or other document evidencing the contract of insurance or its terms;

"**protection and indemnity risks**" means the usual risks covered by a protection and indemnity association that is a member of the International Group of P&I Clubs, including pollution risks and the proportion (if any) of any sums payable to any other person or persons in case of collision which are not recoverable under the hull and machinery policies by reason of the incorporation in them of clause 6 of the International Time Clauses (Hulls)(1/11/02 or 1/11/03) or clause 8 of the Institute Time Clauses (Hulls) (1/10/83) or the Institute Amended Running Down Clause (1/10/71) or any equivalent provision;

"**regulation**" includes any regulation, rule, official directive, request or guideline (either having the force of law or compliance with which is reasonable in the ordinary course of business of the party concerned) of any governmental body, intergovernmental or supranational, agency, department or regulatory, self-regulatory or other authority or organization;

"**subsidiary**" has the meaning given in Clause 1.4;

"**successor**" includes any person who is entitled (by assignment, novation, merger or otherwise) to any other person's rights under this Agreement or any other Finance Document (or any interest in those rights) or who, as administrator, liquidator or otherwise, is entitled to exercise those rights; and in particular references to a successor include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganization of it or any other person;

"**tax**" includes any present or future tax, duty, impost, levy or charge of any kind which is imposed by any country, any state, any political sub-division of a state or any local or municipal authority or any other governmental authority authorized to levy such tax (including any such imposed in connection with exchange controls), and any related penalties, interest or fines; and

"**war risks**" includes the risk of mines and all risks excluded by clause 29 of the Institute Hull Clauses (1/11/02 or 1/11/03) or clause 24 of the Institute Time clauses (Hulls) (1/11/1995) or clause 23 of the Institute Time Clauses (Hulls) (1/10/83).

1.3 **Meaning of "month".** A period of one or more "**months**" ends on the day in the relevant calendar month numerically corresponding to the day of the calendar month on which the period started ("**the numerically corresponding day**"), but:

(a) on the Business Day following the numerically corresponding day if the numerically corresponding day is not a Business Day or, if there is no later Business Day in the same calendar month, on the Business Day preceding the numerically corresponding day; or

(b) on the last Business Day in the relevant calendar month, if the period started on the last Business Day in a calendar month or if the last calendar month of the period has no numerically corresponding day,

and "**month**" and "**monthly**" shall be construed accordingly.

1.4 **Meaning of "subsidiary".** A company (S) is a subsidiary of another company (P) if:

(a) a majority of the issued Equity Interests in S (or a majority of the issued Equity Interests in S which carry unlimited rights to capital and income distributions) are directly owned by P or are indirectly attributable to P; or

(b) P has direct or indirect control over a majority of the voting rights attaching to the issued Equity Interests of S; or

(c) P has the direct or indirect power to appoint or remove a majority of the directors (or equivalent) of S; or

(d) P otherwise has the direct or indirect power to ensure that the affairs of S are conducted in accordance with the wishes of P;

and any company of which S is a subsidiary is a parent company of S.

1.5 General interpretation. In this Agreement:

(a) references to, or to a provision of, a Finance Document or any other document are references to it as amended or supplemented, whether before the date of this Agreement or otherwise;

(b) references in Clause 1.1 to a document being in the form of a particular Appendix include references to that form with any modifications to that form which the Agent approves or reasonably requires with the consent of the Majority Lenders and which are acceptable to the Borrower;

(c) references to, or to a provision of, any law or regulation include any amendment, extension, re-enactment or replacement, whether made before the date of this Agreement or otherwise;

(d) words denoting the singular number shall include the plural and vice versa; and

(e) Clauses 1.1 to 1.5 apply unless the contrary intention appears.

1.6 Headings. In interpreting a Finance Document or any provision of a Finance Document, all clauses, sub-clauses and other headings in that and any other Finance Document shall be entirely disregarded.

1.7 Accounting terms. Unless otherwise specified herein, all accounting terms used in this Agreement and in the other Finance Documents shall be interpreted, and all financial statements and certificates and reports as to financial matters required to be delivered to any Creditor Party under this Agreement shall be prepared, in accordance with GAAP as from time to time in effect.

1.8 Inferences regarding materiality. To the extent that any representation, warranty, covenant or other undertaking of a Security Party in this Agreement or any other Finance Document is qualified by reference to those matters which are not reasonably expected to result in a "material adverse effect" or language of similar import, no inference shall be drawn therefrom that any Creditor Party has knowledge or approves of any noncompliance by such Security Party with any law or regulation.

1.9 Inconsistency between this Agreement and the other Finance Documents. In the event of any inconsistency between the terms of this Agreement and any of the other Finance Documents, the provisions of this Agreement shall prevail.

2 FACILITY

2.1 **Amount of facility.** Subject to the other provisions of this Agreement, the Lenders severally agree to make available to the Borrower a loan facility in the aggregate principal amount of up to the lesser of $275,000,000 or 35% of the Fair Market Value of the Ships as follows:

(a) the Term Loan Facility, in a principal amount of up to $225,000,000; and

(b) the Revolving Credit Facility, in a principal amount of up to $50,000,000.

2.2 **Lenders' participations in Advances.** Subject to the other provisions of this Agreement:

(a) each Lender shall participate in each Advance under the Term Loan Facility in the proportion which, as at the relevant Drawdown Date, its Term Loan Commitment bears to the Total Term Loan Commitments; and

(b) each Lender shall participate in each Advance under the Revolving Credit Facility in the proportion which, as at the relevant Drawdown Date, its Revolving Credit Facility Commitment bears to the Total Revolving Credit Facility Commitments.

2.3 **Purpose of Advances.** The Borrower undertakes with each Creditor Party to use each Advance only for the purposes stated in the Recitals of this Agreement.

2.4 **Cancellation of Total Commitments.** Any portion of the Total Commitments not disbursed to the Borrower shall be cancelled and terminated automatically on the expiration of the Availability Period.

3 POSITION OF THE LENDERS AND SWAP BANKS

3.1 **Interests several.** The rights of the Lenders and of the Swap Banks under this Agreement and under the Master Agreements are several.

3.2 **Individual right of action.** Each Lender and each Swap Bank shall be entitled to sue for any amount which has become due and payable by a Security Party to it under this Agreement or under a Master Agreement without joining the Agent, the Security Trustee, any other Lender or any other Swap Bank as additional parties in the proceedings.

3.3 **Proceedings requiring Majority Lender consent.** Except as provided in Clause 3.2, no Lender and no Swap Bank may commence proceedings against any Security Party in connection with a Finance Document or a Master Agreement without the prior consent of the Majority Lenders.

3.4 **Obligations several.** The obligations of the Lenders under this Agreement and of the Swap Banks under the Master Agreement to which each is a party are several; and a failure of a Lender to perform its obligations under this Agreement or a failure of a Swap Bank to perform its obligations under the Master Agreement to which it is a party shall not result in:

(a) the obligations of the other Lenders or Swap Banks being increased; nor

(b) any Security Party, any other Lender or any other Swap Bank being discharged (in whole or in part) from its obligations under any Finance Document or under any Master Agreement,

and in no circumstances shall a Lender or a Swap Bank have any responsibility for a failure of another Lender or another Swap Bank to perform its obligations under this Agreement or a Master Agreement.

3.5 Replacement of a Lender.

(a) If at any time:

(i) any Lender becomes a Non-Consenting Lender (as defined in paragraph (c) below); or

(ii) the Borrower or any other Security Party becomes obliged in the absence of an Event of Default to repay any amount in accordance with Clause 24 or to pay additional amounts pursuant to Clause 23 or Clause 25 to any Lender in excess of amounts payable to other Lenders generally,

then the Borrower may, on 15 Business Days' prior written notice to the Agent and such Lender, replace such Lender by requiring such Lender to (and such Lender shall) transfer pursuant to Clause 27 all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity (a "**Replacement Lender**") selected by the Borrower, which is acceptable to the Agent with the consent of the Majority Lenders (other than the Lender the Borrower desires to replace)(such consent and approval not to be unreasonably withheld or delayed), which confirms its willingness to assume and by its execution of a Transfer Certificate does assume all the obligations of the transferring Lender (including the assumption of the transferring Lender's participations on the same basis as the transferring Lender) for a purchase price in cash payable at the time of transfer equal to the outstanding principal amount of such Lender's participation in the outstanding Advances and all accrued interest and/or breakages costs and other amounts payable in relation thereto under the Finance Documents.

(b) The replacement of a Lender pursuant to this Clause 3.5 shall be subject to the following conditions:

(i) the Borrower shall have no right to replace the Agent or the Security Trustee;

(ii) neither the Agent nor any Lender shall have any obligation to the Borrower to find a Replacement Lender;

(iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 30 days after the date the Borrower notifies the Non-Consenting Lender and the Agent of its intent to replace the Non-Consenting Lender pursuant to Clause 3.5(a); and

(iv) in no event shall the Lender replaced under this paragraph (b) be required to pay or surrender to such Replacement Lender any of the fees received by such Lender pursuant to the Finance Documents.

(c) For purposes of this Clause 3.5, in the event that:

(i) the Borrower or the Agent has requested the Lenders to give a consent in relation to or to agree to a waiver or amendment of any provisions of the Finance Documents;

(ii) the consent, waiver or amendment in question requires the approval of all Lenders; and

(iii) Lenders

(A) whose Commitments aggregate at least 66 2/3 percent of the Total Commitments, or

(B) after the Term Loan has been made, the sum of whose Contributions in respect of the Term Loan and whose Revolving Credit Facility Commitments (or after the termination thereof, whose Contributions in respect of the Revolving Loan) aggregate at least 66 2/3 percent of the sum of (1) the Term Loan and (2) either the Total Commitments in respect of the Revolving Credit Facility or, after the termination of such Total Commitments in respect of the Revolving Credit Facility, the Revolving Loan at such time

have consented to or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a "**Non-Consenting Lender**".

4 DRAWDOWN

4.1 **Request for Advance.** Subject to the following conditions, the Borrower may request an Advance to be made by delivering to the Agent a completed Drawdown Notice not later than 11:00 a.m. (New York City time) three (3) Business Days prior to the intended Drawdown Date.

4.2 **Availability.** The conditions referred to in Clause 4.1 are that:

(a) the Drawdown Date must be a Business Day during the Availability Period;

(b) the Term Loan Facility shall be made available to the Borrower in a single Advance and shall be used for the purposes stated in Recital A;

(c) the Revolving Credit Facility shall be made available to the Borrower in multiple Revolving Advances and shall be used for the purposes stated in Recital A, **provided that:**

(i) the amount of each Revolving Advance shall not be less than U.S.$1,000,000;

(ii) each drawdown of any Revolving Advance shall be made during the period described in clause (b) of the definition of "Availability Period"; and

(iii) the Revolving Credit Facility may be drawn a maximum of three (3) times between any two (2) consecutive Repayment Dates for the Term Loan Facility;

(d) the aggregate outstanding principal amount of the Revolving Advances shall not exceed the Total Revolving Credit Facility Commitments minus the amount of any shortfall then outstanding under Clause 15.3 hereof;

(e) the aggregate outstanding principal amount of the Advances shall not exceed the Total Commitments; and

(f) the applicable conditions precedent stated in Clause 9 hereof shall have been satisfied or waived as provided therein.

4.3 Notification to Lenders of receipt of a Drawdown Notice. The Agent shall promptly notify the Lenders that it has received a Drawdown Notice and shall inform each Lender of:

(a) the amount of the Advance and the Drawdown Date;

(b) the amount of that Lender's participation in the Advance; and

(c) the duration of the first Interest Period.

4.4 Drawdown Notice irrevocable. A Drawdown Notice must be signed by an officer or a duly authorized attorney-in-fact of the Borrower and once served, a Drawdown Notice cannot be revoked without the prior consent of the Agent, acting on the authority of the Majority Lenders (such consent and approval not to be unreasonably withheld or delayed).

4.5 Lenders to make available Contributions. Subject to the provisions of this Agreement, each Lender shall, before 10:00 a.m. (New York City time) on and with value on the Drawdown Date, make available to the Agent for the account of the Borrower the amount due from that Lender under Clause 2.2.

4.6 Disbursement of Advances. Subject to the provisions of this Agreement, the Agent shall on the Drawdown Date pay to the Borrower the amounts which the Agent receives from the Lenders under Clause 4.5 and that payment to the Borrower shall be made:

(a) to the account which the Borrower specifies in the Drawdown Notice; and

(b) in the like funds as the Agent received the payments from the Lenders.

4.7 Disbursement of Advance to third party. The payment by the Agent under Clause 4.6 to the account of a third party designated by the Borrower in a Drawdown Notice shall constitute the making of an Advance and the Borrower shall at that time become indebted, as principal and direct obligor, to each Lender in an amount equal to that Lender's Contribution.

4.8 Promissory notes.

(a) The Borrower's obligations to pay the principal of, and interest on, the Contribution of each Lender in respect of an Advance of the Term Loan or the Revolving Credit Facility Loan, as the case may be, shall, if requested by such Lender, be evidenced by a Note duly executed and delivered by the Borrower.

(b) Notwithstanding anything to the contrary contained above in this Clause 4.8 or elsewhere in this Agreement, a Note shall be delivered only to Lenders that at any time specifically request the delivery of such Note.

(c) No failure of any Lender to request or obtain a Note evidencing its Contribution in respect of a an Advance of the Term Loan or the Revolving Credit Facility Loan, as the case may be, shall affect or in any manner impair the obligations of the Borrower to pay such Contribution (and all related obligations) incurred by the Borrower that would otherwise be evidenced thereby in accordance with the requirements of this Agreement, and shall not in any way affect the security or guaranties therefor provided pursuant to the Finance Documents.

(d) At any time (including, without limitation, to replace any Note that has been destroyed or lost) when any Lender requests the delivery of a Note to evidence any Contribution, the Borrower shall promptly execute and deliver to such Lender the requested Note in the appropriate amount, **provided that**, in the case of a substitute or replacement Note, the Borrower shall have received from such requesting Lender (i) an affidavit of loss or destruction and (ii) a customary lost/destroyed Note indemnity, in each case in form and substance reasonably acceptable to the Borrower, and duly executed by such requesting Lender.

5 INTEREST

5.1 Normal rate of interest. Subject to the provisions of this Agreement, the rate of interest on the Term Loan and each Advance of the Revolving Loan in respect of an Interest Period shall be the aggregate of:

(a) the Margin; plus

(b) LIBOR for that Interest Period.

5.2 Payment of normal interest. Subject to the provisions of this Agreement, interest on each Advance of the Loan in respect of each Interest Period shall be paid by the Borrower on the last day of that Interest Period.

5.3 Payment of accrued interest. In the case of an Interest Period longer than three (3) months, accrued interest shall be paid every three (3) months during that Interest Period and on the last day of that Interest Period.

5.4 Notification of Interest Periods and rates of normal interest. The Agent shall notify the Borrower and each Lender of:

(a) each rate of interest; and

(b) the duration of each Interest Period (as determined under Clause 6.2),

as soon as reasonably practicable after each is determined.

5.5 Obligation of Reference Banks to quote. A Reference Bank which is a Lender shall use all reasonable efforts to supply the quotation required of it for the purposes of fixing a rate of interest under this Agreement.

5.6 Absence of quotations by Reference Banks. If any Reference Bank fails to supply a quotation, the Agent shall determine the relevant LIBOR on the basis of the quotations supplied by the other Reference Bank or Banks but if two (2) or more of the Reference Banks fail to provide a quotation, the relevant rate of interest shall be set in accordance with the following provisions of this Clause 5.

5.7 Market disruption. Clauses 5.8 through 5.13 apply if:

(a) no Screen Rate is available for an Interest Period and two (2) or more of the Reference Banks do not, before 1:00 p.m. (London time) on the Quotation Date, provide quotations to the Agent in order to fix LIBOR; or

(b) at least one (1) Business Day before the start of an Interest Period:

(i) with respect to the Term Loan, Lenders having Contributions together amounting to more than 50% of the Term Loan (or, if an Advance has not been made, Commitments amounting to more than 50% of the Total Term Loan Commitments) notify the Agent that LIBOR fixed by the Agent would not accurately reflect the cost to those Lenders of funding their respective Contributions (or any part of them) during the Interest Period in the London Interbank Market at or about 11:00 a.m. (London time) on the Quotation Date for the Interest Period, or

(ii) with respect to the Revolving Credit Facility Loan, Lenders having Contributions together amounting to more than 50% of the Revolving Credit Facility Loan (or, if an Advance has not been made, Commitments amounting to more than 50% of the Total Revolving Credit Facility Commitments) notify the Agent that LIBOR fixed by the Agent would not accurately reflect the cost to those Lenders of funding their respective Contributions (or any part of them) during the Interest Period in the London Interbank Market at or about 11:00 a.m. (London time) on the Quotation Date for the Interest Period.

5.8 **Notification of market disruption.** The Agent shall promptly notify the Borrower, each of the Term Loan Lenders or the Revolving Loan Lenders, as the case may be, and each of the Swap Counterparties stating the circumstances falling within Clause 5.7 which have caused its notice to be given.

5.9 **Suspension of drawdown.** If the Agent's notice under Clause 5.8 is served before an Advance is made, the Lenders' obligations to make the Advance shall be suspended while the circumstances referred to in the Agent's notice continue.

5.10 **Alternative rate of interest.** If the Agent's notice under Clause 5.8 is served after an Advance is made, then the Agent shall, with the agreement of each Lender, set an interest period and interest rate representing the cost of funding of each Lender in Dollars or in any available currency of their or its Contribution plus the Margin. The procedure provided for by this Clause 5.10 shall be repeated if the relevant circumstances are continuing at the end of the interest period so set by the Agent.

5.11 **Notice of prepayment.** If the Borrower does not agree with an interest rate set by the Agent under Clause 5.10, the Borrower may give the Agent not less than 15 Business Days' notice of its intention to prepay the Term Loan or the Revolving Credit Facility Loan, as the case may be (without premium or penalty and not subject to any applicable prepayment fee under Clause 8.10(c)) at the end of the Interest Period set by the Agent.

5.12 **Prepayment; termination of Commitments.** A notice under Clause 5.11 shall be irrevocable; the Agent shall promptly notify the Lenders of the Borrower's notice of intended prepayment and:

(a) on the date on which the Agent serves that notice, the Total Term Loan Commitments or the Total Revolving Credit Facility Commitments, as the case may be, shall be cancelled; and

(b) on the last Business Day of the Interest Period set by the Agent, the Borrower shall prepay (without premium or penalty but subject to any applicable prepayment fee under Clause 8.8(c)) the Term Loan or the Revolving Credit Facility Loan, as the case may be, together with accrued interest thereon at the applicable rate plus the Margin.

5.13 **Application of prepayment.** The provisions of Clause 8 shall apply in relation to a prepayment pursuant to Clause 5.12.

6 INTEREST PERIODS

6.1 **Commencement of Interest Periods.** The first Interest Period applicable to an Advance shall commence on the Drawdown Date and each subsequent Interest Period shall commence on the expiry of the preceding Interest Period.

6.2 **Duration of normal Interest Periods.** Subject to Clauses 6.3 and 6.4, each Interest Period shall be:

(a) 1, 3, or 6 months as notified by the Borrower to the Agent not later than 11:00 a.m. (New York time) three (3) Business Days before the commencement of the Interest Period;

(b) in the case of the first Interest Period applicable to each Revolving Advance other than the first Revolving Advance, a period ending on the last day of the Interest Period applicable to the prior Revolving Advances then outstanding, whereupon all Revolving Advances shall be consolidated and treated as a single Revolving Advance;

(c) 3 months, if the Borrower fails to notify the Agent by the time specified in paragraph (a); or

(d) such other period as the Agent may, with the authorization of all the Lenders, agree with the Borrower.

6.3 **Duration of Interest Periods for repayment installments.** In respect of an amount due to be repaid under Clause 8 on a particular Repayment Date, an Interest Period shall end on that Repayment Date.

6.4 **Non-availability of matching deposits for Interest Period selected.** If, after the Borrower has selected and the Lenders have agreed an Interest Period longer than three (3) months, any Lender notifies the Agent by 11:00 a.m. (New York time) on the third Business Day before the commencement of the Interest Period that it is not satisfied that deposits in Dollars for a period equal to the Interest Period will be available to it in the London Interbank Market when the Interest Period commences, the Interest Period shall be of three (3) months.

7 DEFAULT INTEREST

7.1 **Payment of default interest on overdue amounts.** A Security Party shall pay interest in accordance with the following provisions of this Clause 7 on any amount payable by such Security Party under any Finance Document which the Agent, the Security Trustee or any other designated payee does not receive on or before the relevant date, that is:

(a) the date on which the Finance Documents provide that such amount is due for payment; or

(b) if a Finance Document provides that such amount is payable on demand, the date on which the demand is served; or

(c) if such amount has become immediately due and payable under Clause 20.4, the date on which it became immediately due and payable.

7.2 Default rate of interest. Interest shall accrue on an overdue amount from (and including) the relevant date until the date of actual payment (as well after as before judgment) at the rate per annum determined by the Agent to be 2.00 percent above:

(a) in the case of an overdue amount of principal, the higher of the rates set out at Clauses 7.3(a) and (b); or

(b) in the case of any other overdue amount, the rate set out at Clause 7.3(b).

7.3 Calculation of default rate of interest. The rates referred to in Clause 7.2 are:

(a) the rate applicable to the overdue principal amount immediately prior to the relevant date (but only for any unexpired part of any then current Interest Period); and

(b) 4% plus, in respect of successive periods of any duration (including at call) up to three (3) months which the Agent may, with the consent of the Majority Lenders, select from time to time:

(i) LIBOR; or

(ii) if the Agent (after consultation with the Reference Banks) determines that Dollar deposits for any such period are not being made available to any Reference Bank by leading banks in the London Interbank Market in the ordinary course of business, a rate from time to time determined by the Agent by reference to the cost of funds to the Reference Banks from such other sources as the Agent (after consultation with the Reference Banks) may from time to time determine.

7.4 Notification of interest periods and default rates. The Agent shall promptly notify the Lenders and each relevant Security Party of each interest rate determined by the Agent under Clause 7.3 and of each period selected by the Agent for the purposes of paragraph (b) of that Clause; but this shall not be taken to imply that such Security Party is liable to pay such interest only with effect from the date of the Agent's notification.

7.5 Payment of accrued default interest. Subject to the other provisions of this Agreement, any interest due under this Clause shall be paid on the last day of the period by reference to which it was determined; and the payment shall be made to the Agent for the account of the Creditor Party to which the overdue amount is due.

7.6 Compounding of default interest. Any such interest which is not paid at the end of the period by reference to which it was determined shall thereupon be compounded.

7.7 Application to Master Agreements. For the avoidance of doubt, this Clause 7 does not apply to any amount payable under a Master Agreement in respect of any continuing Designated Transaction as to which section 9(h) (*Interest and Compensation*) of that Master Agreement shall apply.

8 REPAYMENT AND PREPAYMENT

8.1 **Repayment of the Term Loan.** The Borrower shall repay the Term Loan by:

(a) 20 equal consecutive quarterly repayment installments each in an amount of U.S.$3,906,250; and

(b) a balloon installment (payable together with the final such quarterly repayment installment under Clause 8.1(a)) in an amount equal to the remaining aggregate principal of the Term Loan on the Maturity Date.

8.2 **Repayment of the Revolving Loan**. The Borrower shall repay all outstanding Revolving Advances on the Maturity Date; **provided that** the aggregate amount of the balloon installment payable pursuant to Clause 8.1(b) and the outstanding Revolving Advances shall not exceed $196,875,000.

8.3 **Repayment Dates**. The first installment of the Term Loan shall be repaid on the date falling three months after the First Drawdown Date and the last such installment on the Maturity Date.

8.4 **Maturity Date.** On the Maturity Date, the Borrower shall additionally pay to the Agent for the account of the Creditor Parties all other sums then accrued or owing under any Finance Document.

8.5 **Voluntary prepayment or reduction of commitments.**

(a) Subject to the conditions in Clause 8.6, the Borrower may prepay the whole or any part of the Term Loan or a Revolving Advance.

(b) The Borrower may cancel any unused Revolving Credit Facility Commitment upon notice to the Agent, which notice shall be irrevocable.

8.6 **Conditions for voluntary prepayment.** The conditions referred to in Clause 8.5 are that:

(a) a partial prepayment shall be in the minimum principal amount of:

(i) $5,000,000 for the Term Loan; or

(ii) $1,000,000 for a Revolving Advance;

(b) the Agent has received from the Borrower at least 5 Business Days' prior written notice specifying the amount to be prepaid and the date on which the prepayment is to be made;

(c) the Borrower has complied with Clause 8.13 on or prior to the date of prepayment.

8.7 **Effect of notice of prepayment or reduction of commitment.** A prepayment or reduction of commitment notice may not be withdrawn or amended without the consent of the Agent, given with the authorization of the Majority Lenders (not to be unreasonably withheld or delayed), and the amount specified in the prepayment notice shall become due and payable by the Borrower on the date for prepayment specified in the prepayment notice.

8.8 **Notification of notice of prepayment or reduction of commitment.** The Agent shall notify the Lenders promptly upon receiving a prepayment or reduction of commitment notice.

8.9 **Mandatory prepayment.**

(a) If a Ship is sold or becomes a Total Loss, the Borrower shall prepay an amount that is the higher of:

(i) the Relevant Percentage of the Loan outstanding;

(ii) the amount required to ensure that the Borrower is in compliance with Clause 15.3 immediately after the Ship is sold or becomes a Total Loss; and

(iii) U.S.$4,000,000;

provided that, if the proceeds from a sale or amounts received in respect of the Insurances with respect to a Total Loss relating to a Ship, as the case may be, are less than U.S.$4,000,000, the Borrower shall only be obligated to prepay the full amount of such proceeds or such amounts received; and

(b) Such prepayment shall be made:

(i) in the case of a sale, on or before the date on which the sale is completed by delivery of the relevant Ship to the buyer; or

(ii) in the case of a Total Loss, on the earlier of the date falling 120 days after the Total Loss Date and the date of receipt by the Security Trustee of the proceeds of insurance relating to such Total Loss.

8.10 **Amounts payable on prepayment.** A voluntary prepayment under Clause 8.5(a) and a mandatory prepayment under Clause 8.8 shall be made together with:

(a) accrued interest (and any other amount payable under Clause 22 or otherwise) in respect of the amount prepaid;

(b) if the prepayment is not made on the last day of an Interest Period, any sums payable under Clause 22.1(b); and

(c) in the case of a refinancing of the Loan prior to the date falling 18 months following the First Drawdown Date, a prepayment fee of 1.00% of the amount of the Term Loan prepaid and, if any portion of the Revolving Credit Facility Commitment is cancelled, a cancellation fee of 1.00% of the amount so cancelled, except:

(i) if all Lenders participate in such refinancing, no prepayment or cancellation fee shall be applicable; and

(ii) if Lenders holding Term Loan Contributions and Revolving Credit Facility Commitments constituting in the aggregate 2/3 or more (but not all) of the sum of the Term Loan and the Total Revolving Credit Facility Commitments participate in such refinancing, then:

(A) the prepayment fee of 1.00% shall be payable in respect of the prepaid amount of the Term Loan Contribution and the cancellation fee of 1.00% shall be payable in respect of any cancelled amount of the Revolving Credit Facility Commitment of each Lender that does not participate in such refinancing, and

(B) the prepayment fee shall be reduced from 1.00% to 0.50% of the prepaid amount of the Term Loan Contribution and the cancellation fee shall be reduced from 1.00% to 0.50% of any cancelled amount of the Revolving Credit Facility Commitment of each Lender that does participate in such refinancing.

For purposes of this Clause 8.10(c), "participate in such refinancing" shall mean, in respect of a Lender, to commit to make advances to the Borrower in connection with such refinancing in an aggregate amount not less than the sum of such Lender's Contributions under the Term Loan Facility and such Lender's Revolving Credit Facility Commitment.

8.11 Application of partial prepayment. Each partial prepayment of the Term Loan shall be applied against the repayment installments specified in Clause 8.1(a) in inverse order of maturity.

8.12 Reborrowing. Any amount repaid or prepaid:

(a) in respect of the Revolving Credit Facility may be reborrowed during the Availability Period applicable to the Revolving Credit Facility; and

(b) in respect of the Term Loan Facility may not be reborrowed.

8.13 Unwinding of Designated Transactions. On or prior to any repayment or prepayment of the Loan under this Clause 8 or any other provision of this Agreement, the Borrower shall wholly or partially reverse, offset, unwind or otherwise terminate one or more of the continuing Designated Transactions so that the notional principal amount of the continuing Designated Transactions thereafter remaining does not and will not in the future (taking into account the scheduled amortization) exceed the amount of the Loan as reducing from time to time thereafter pursuant to Clause 8.1.

9 CONDITIONS PRECEDENT

9.1 Documents, fees and no default. Each Lender's obligation to contribute to an Advance is subject to the following conditions precedent:

(a) that, on or before the service of the first Drawdown Notice, the Agent receives:

(i) the documents described in Part A of Schedule 4 in form and substance satisfactory to the Agent and its lawyers; and

(ii) such documentation and other evidence as is reasonably requested by the Agent or a Lender in order for each to carry out and be satisfied with the results of all necessary "know your customer" or other checks which it is required to carry out in relation to the transactions contemplated by this Agreement and the other Finance Documents, including without limitation obtaining, verifying and recording certain information and documentation that will allow the Agent and each of the Lenders to identify each Security Party in accordance with the requirements of the PATRIOT Act;

(b) that, on the First Drawdown Date but prior to the making of an Advance, the Agent receives or is satisfied that it will receive on the making of such Advance the documents described in Part B of Schedule 4 in form and substance satisfactory to it and its lawyers;

(c) that, on or before the service of the first Drawdown Notice, the Agent receives payment of all fees referred to in Clause 21.1 and has received payment of the expenses referred to in Clause 21.2; and

(d) that at each Drawdown Date:

(i) no Event of Default or Potential Event of Default has occurred or would result from the borrowing of the Advance;

(ii) the representations and warranties in Clause 10 and those of the Borrower or any other Security Party which are set out in the other Finance Documents (other than those relating to a specific date) would be true and not misleading if repeated on each of those dates with reference to the circumstances then existing;

(iii) none of the circumstances contemplated by Clause 5.7 has occurred and is continuing;

(iv) there has been no Material Adverse Effect since the Effective Date; and

(v) other than as disclosed as part of the Bankruptcy Proceeding, the Security Parties are not party to any litigation or arbitration (excluding the Bankruptcy Proceeding);

(e) that, if the ratio set out in Clause 15.2 were applied immediately following the making of such Advance, the Borrower would not be required to provide additional Collateral or prepay part of the Loan under Clause 15; and

(f) that the Agent has received, and found to be acceptable to it, any further opinions, consents, agreements and documents in connection with the Finance Documents which the Agent may, with the authorization of the Majority Lenders, request by notice to the Borrower prior to the Drawdown Date.

9.2 **Waiver of conditions precedent.** Notwithstanding anything in Clause 9.1 to the contrary, if the Agent, with the consent of the Majority Lenders, permits an Advance to be borrowed before certain of the conditions referred to in Clause 9.1 are satisfied, the Borrower shall ensure that such conditions are satisfied within ten (10) Business Days after such Drawdown Date (or such longer period as the Agent may specify).

10 REPRESENTATIONS AND WARRANTIES

10.1 **General.** The Borrower and each of the Guarantors represents and warrants to each Creditor Party as of the Effective Date and each Drawdown Date, as follows.

10.2 **Status.** Each Security Party is:

(a) duly incorporated or formed and validly existing and in good standing under the law of its jurisdiction of incorporation or formation; and

(b) 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 the Finance Documents,

and other than the Bankruptcy Proceeding, there are no proceedings or actions pending or contemplated by any Security Party, or to the knowledge of the Borrower or any Guarantor contemplated by any third party, seeking to adjudicate such Security Party as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property.

10.3 Company power; consents. Subject to the Reorganization Plan and the Reorganization Plan Confirmation Order, each Security Party has the capacity and has taken all action, if applicable, and no consent of any person is required, for:

(a) it to own or lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted;

(b) it to execute each Finance Document and each Master Agreement to which it is or is to become a party;

(c) it to comply with its obligations under the Charter, each Finance Document and each Master Agreement to which it is or is to become a party;

(d) it to grant the Security Interests granted by it pursuant to the Finance Documents to which it is or is to become a party;

(e) the perfection or maintenance of the Security Interests created by the Finance Documents (including the first priority nature thereof); and

(f) the exercise by any Creditor Party of their rights under any of the Finance Documents or the Master Agreements or the remedies in respect of the Collateral pursuant to the Finance Documents or the Master Agreements to which it is a party,

except, in each case, for consents which have been duly obtained, taken, given or made and are in full force and effect.

10.4 Consents in force. All the consents referred to in Clause 10.3 remain in force and nothing has occurred which makes any of them liable to revocation.

10.5 Title.

(a) Each Security Party owns (i) in the case of owned real property, good and marketable fee title to and (ii) in the case of owned personal property, good and valid title to, or, in the case of leased real or personal property, valid and enforceable leasehold interests (as the case may be) in, all of its properties and assets, tangible and intangible, of any nature whatsoever, and (iii) in the case of all such property that constitutes Collateral, free and clear in each case of all Security Interests or claims, except for Permitted Security Interests.

(b) No Security Party has created or is contractually bound to create any Security Interest on or with respect to any of its assets, properties, rights or revenues, in each case, constituting Collateral, except for Permitted Security Interests, and except as provided in this Agreement no Security Party is restricted by contract, applicable law or regulation or otherwise from creating Security Interests on any of its assets, properties, rights or revenues.

(c) Each Guarantor has received all deeds, assignments, waivers, consents, non-disturbance and attornment or similar agreements, bills of sale and other documents, and has duly effected all recordings, filings and other actions necessary to establish, protect and perfect such Guarantor's right, title and interest in and to the Ship owned or to be owned by it and other properties and assets (or arrangements for such recordings, filings and other actions acceptable to the Agent shall have been made).

10.6 Legal validity; effective first priority Security Interests. Subject to any relevant insolvency laws affecting creditors' rights generally:

(a) the Finance Documents and the Master Agreements to which each Security Party is a party, constitute or, as the case may be, will constitute upon execution and delivery (and, where applicable, registration as provided for in the Finance Documents), such Security Party's legal, valid and binding obligations enforceable against it in accordance with their respective terms; and

(b) the Finance Documents to which each Security Party is a party, create or, as the case may be, will create upon execution and delivery (and, where applicable, registration as provided for in the Finance Documents), legal, valid and binding first priority Security Interests enforceable in accordance with their respective terms over all the assets to which they, by their terms, relate.

10.7 No third party Security Interests. Without limiting the generality of Clauses 10.5 and 10.6, at the time of the execution and delivery of each Finance Document:

(a) the relevant Security Party will have the right to create all the Security Interests which that Finance Document purports to create; and

(b) no third party will have any Security Interest (except for Permitted Security Interests) or any other interest, right or claim over, in or in relation to any asset to which any such Security Interest, by its terms, relates.

10.8 No conflicts. The execution of each Finance Document and each Master Agreement, the borrowing of each Advance, and compliance with each Finance Document and each Master Agreement, will not result in a contravention of:

(a) any law or regulation; or

(b) the constitutional documents of any Security Party; or

(c) any contractual or other obligation or restriction which is binding on any Security Party or any of its assets.

10.9 Status of Secured Liabilities. The Secured Liabilities constitute direct, unconditional and general obligations of each Security Party and rank (a) senior to all subordinated Financial Indebtedness and (b) not less than *pari passu* (as to priority of payment and as to security) with all other Financial Indebtedness of each Security Party.

10.10 Taxes.

(a) All payments which a Security Party is liable to make under the Finance Documents to which it is a party can properly be made without deduction or withholding for or on account of any tax payable under any law of any Pertinent Jurisdiction.

(b) Each Security Party has timely filed or has caused to be filed all tax returns and other reports that it is required by law or regulation to file in the United States or any Pertinent Jurisdiction, and has paid or caused to be paid all taxes, assessments and other similar charges that are due and payable in the United States or any Pertinent Jurisdiction, other than taxes and charges:

(i) which (A) are not yet due and payable or (B) are being contested in good faith by appropriate proceedings and for which adequate reserves have been established and as to which such failure to have paid such tax does not create any risk of sale, forfeiture, loss, confiscation or seizure of a Ship or of criminal liability; or

(ii) the non-payment of which could not reasonably be expected to have a Material Adverse Effect.

The charges, accruals, and reserves on the books of each Security Party respecting taxes are adequate in accordance with GAAP.

(c) No material claim for any tax has been asserted against a Security Party by any Pertinent Jurisdiction or other taxing authority other than claims that are included in the liabilities for taxes in the most recent balance sheet of such person or disclosed in the notes thereto, if any.

(d) The execution, delivery, filing and registration or recording (if applicable) of the Finance Documents and the consummation of the transactions contemplated thereby will not cause any of the Creditor Parties to be required to make any registration with, give any notice to, obtain any license, permit or other authorization from, or file any declaration, return, report or other document with any governmental authority in any Pertinent Jurisdiction.

(e) No taxes are required by any governmental authority in any Pertinent Jurisdiction to be paid with respect to or in connection with the execution, delivery, filing, recording, performance or enforcement of any Finance Document except any applicable mortgage recording fee in connection with the recording of the Mortgages in accordance with Marshall Islands law.

(f) The execution, delivery, filing, registration, recording, performance and enforcement of the Finance Documents by any of the Creditor Parties will not cause such Creditor Party to be subject to taxation under any law or regulation of any governmental authority in any Pertinent Jurisdiction of any Security Party.

(g) It is not necessary for the legality, validity, enforceability or admissibility into evidence of this Agreement or any other Finance Document that any stamp, registration or similar taxes be paid on or in relation to this Agreement or any of the other Finance Documents in any Pertinent Jurisdiction.

10.11 **No default.** No Event of Default or Potential Event of Default has occurred or would result from the borrowing of the Advance.

10.12 **Information.**

(a) All financial statements, information and other data furnished by or on behalf of a Security Party to any of the Creditor Parties were true and accurate at the time they were given;

(b) such financial statements, if any, have been prepared in accordance with GAAP and accurately and fairly represent the financial condition of such Security Party as of the date or respective dates thereof and the results of operations of such Security Party for the period or respective periods covered by such financial statements;

(c) there are no other facts or matters the omission of which would have made or make any such information false or misleading;

(d) other than the Bankruptcy Proceeding, there has been no Material Adverse Effect since the date on which such information was provided other than as previously disclosed to the Agent in writing; and

(e) none of the Security Parties has any contingent obligations, liabilities for taxes or other outstanding financial obligations which are material in the aggregate except as disclosed in such statements, information and data.

10.13 **No litigation.** To the best of any Security Party's knowledge, and other than Bankruptcy Proceedings, no legal or administrative action involving a Security Party (including any action relating to any alleged or actual breach of the ISM Code, the ISPS Code or any Environmental Law) has been commenced or taken by any person, or, to the Borrower's or any Guarantor's knowledge, is likely to be commenced or taken which, in either case, would be likely to have a Material Adverse Effect.

10.14 **Intellectual property.** Except for those with respect to which the failure to own or license could not reasonably be expected to have a Material Adverse Effect, each Security Party owns or has the right to use all patents, trademarks, permits, service marks, trade names, copyrights, franchises, formulas, licenses and other rights with respect thereto, and have obtained assignment of all licenses and other rights of whatsoever nature, that are material to its business as currently contemplated without any conflict with the rights of others.

10.15 **ISM Code and ISPS Code compliance.** Each Guarantor has obtained or will obtain or will cause to be obtained all necessary ISM Code Documentation and ISPS Code Documentation in connection with the Ship owned or to be owned by it and such Ship's operation and will be or will cause such Ship and the Approved Manager to be in full compliance with the ISM Code and the ISPS Code.

10.16 **Validity and completeness of Charter.** Each Charter constitutes valid, binding and enforceable obligations of the Guarantor party thereto in accordance with its terms and:

(i) the copy of such Charter delivered to the Agent before the date of this Agreement is a true and complete copy; and

(ii) other than as provided to the Agent, no amendments or additions to such Charter have been agreed nor has the Guarantor party thereto waived any of its rights under such Charter.

10.17 Intentionally omitted.

10.18 Compliance with law; Environmentally Sensitive Material. Except to the extent the following could not reasonably be expected to have a Material Adverse Effect:

(a) the operations and properties of each of the Security Parties comply with all applicable laws and regulations, including without limitation Sanctions, FCPA and other applicable anti-bribery laws, Environmental Laws, all necessary Environmental Permits have been obtained and are in effect for the operations and properties of each of the Security Parties and each of the Security Parties is in compliance in all material respects with all such Environmental Permits; and

(b) none of the Security Parties has been notified in writing by any person that it or any of its subsidiaries or Affiliates is potentially liable for the remedial or other costs with respect to treatment, storage, disposal, release, arrangement for disposal or transportation of any Environmentally Sensitive Material, except for costs incurred in the ordinary course of business with respect to treatment, storage, disposal or transportation of such Environmentally Sensitive Material.

10.19 Ownership structure.

(a) All of the Equity Interests of the Borrower have been validly issued, are fully paid and non-assessable.

(b) All of the Equity Interests of each Guarantor have been validly issued, are fully paid, non-assessable and free and clear of all Security Interests and are owned beneficially and of record by the Borrower.

(c) Other than the Exit Warrants and the Incentive Awards, none of the Equity Interests of the Borrower or any Guarantor are subject to any existing option, warrant, call, right, commitment or other agreement of any character to which the Borrower or any Guarantor is a party requiring, and there are no Equity Interests of the Borrower or any Guarantor outstanding which upon conversion or exchange would require, the issuance, sale or transfer of any additional Equity Interests of the Borrower or any Guarantor or other Equity Interests convertible into, exchangeable for or evidencing the right to subscribe for or purchase Equity Interests of the Borrower or any Guarantor.

10.20 Pension Plans. None of the Borrower or the Guarantors or any ERISA Affiliate of any of them is a party to, contributes to, or is required to contribute to or has any liability with respect to, any Plan, Multiemployer Plan or Foreign Pension Plan. No lien imposed under the Code or ERISA on the assets of or interests in the Borrower or any other Security Party or any of their Subsidiaries or any ERISA Affiliate of any of the foregoing on account of any Plan, Multiemployer Plan or Foreign Pension Plan exists and no event has occurred which could reasonably be expected to give rise to any such lien on account of any Plan.

10.21 **Margin stock.** The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock and no proceeds of any Advance will be used to buy or carry any Margin Stock or to extend credit to others for the purpose of buying or carrying any Margin Stock.

10.22 **Investment company, public utility, etc.** The Borrower is not:

(a) an "investment company," or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended; or

(b) a "public utility" within the meaning of the United States Federal Power Act of 1920, as amended.

10.23 **Asset control.**

(a) The Borrower is not a Prohibited Person, is not owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and does not own or control a Prohibited Person;

(b) No proceeds of any Advance shall be made available, directly or indirectly, to or for the benefit of a Prohibited Person or otherwise shall be, directly or indirectly, applied in a manner or for a purpose prohibited by Sanctions; and

(c) The Security Parties are in compliance with Sanctions.

10.24 **No money laundering.** Without prejudice to the generality of Clause 2.3, in relation to the borrowing by the Borrower of an Advance, the performance and discharge of its obligations and liabilities under the Finance Documents, and the transactions and other arrangements affected or contemplated by the Finance Documents to which the Borrower is a party, the Borrower confirms that:

(a) it is acting for its own account;

(b) it will use the proceeds of such Advance for its own benefit, under its full responsibility and exclusively for the purposes specified in this Agreement; and

(c) the foregoing will not involve or lead to a contravention of any law, official requirement or other regulatory measure or procedure implemented to combat "money laundering" (as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council) and comparable United States federal and state laws, including without limitation the PATRIOT Act and the Bank Secrecy Act.

10.25 **Ships.** As of the relevant Drawdown Date, each Ship will be:

(a) in the sole and absolute ownership of a Guarantor and duly registered in such Guarantor's name under the law of the Approved Flag, unencumbered save and except for the Mortgage thereon in favor of the Security Trustee registered against it and Permitted Security Interests;

(b) seaworthy for hull and machinery insurance warranty purposes and in every way fit for its intended service;

(c) insured in accordance with the provisions of this Agreement and the requirements hereof in respect of such insurances will have been complied with;

(d) in class in accordance with the provisions of this Agreement and the requirements hereof in respect of such classification will have been complied with; and

(e) managed by an Approved Manager pursuant to an Approved Management Agreement.

10.26 Place of business. The Borrower has a chief executive office in New York City. None of the Guarantors has a place of business in the United States of America, the District of Columbia, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States of America.

10.27 Solvency. As of the First Drawdown Date, after giving effect to the funding thereof, in the case of the Borrower and the Guarantors, individually and as a whole:

(a) the sum of its or their, as the case may be, assets, at a fair valuation, does and will exceed its or their, as the case may be, liabilities, including, to the extent they are reportable as such in accordance with GAAP, contingent liabilities;

(b) the present fair market saleable value of its or their, as the case may be, assets is not and shall not be less than the amount that will be required to pay its or their, as the case may be, probable liability on its or their, as the case may be, then existing debts, including, to the extent they are reportable as such in accordance with GAAP, contingent liabilities, as they mature;

(c) it or they, as the case may be, do not and will not have unreasonably small working capital with which to continue its or their, as the case may be, business; and

(d) it or they, as the case may be, have not incurred, do not intend to incur and do not believe it or they, as the case may be, will incur, debts beyond its or their, as the case may be, ability to pay such debts as they mature.

10.28 Borrower's business; Guarantors' business. From the date of its incorporation or formation, as the case may be, until the date hereof, neither the Borrower nor any of the Guarantors has conducted any business other than in connection with, or for the purpose of, owning, operating, providing in-house and third party technical management and chartering vessels.

10.29 Immunity; enforcement; submission to jurisdiction; choice of law.

(a) Each Security Party is subject to civil and commercial law with respect to its obligations under the Finance Documents, and the execution, delivery and performance by each Security Party of the Finance Documents to which it is a party constitute private and commercial acts rather than public or governmental acts.

(b) No Security Party or any of its properties has any immunity from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, set-off, execution of a judgment or from any other legal process in relation to any Finance Document.

(c) It is not necessary under the laws of any Security Party's jurisdiction of incorporation or formation, in order to enable any Creditor Party to enforce its rights under any Finance Document or by reason of the execution of any Finance Document or the performance by the any Security Party of its obligations under any Finance Document, that such Creditor Party should be licensed, qualified or otherwise entitled to carry on business in such Security Party's jurisdiction of incorporation or formation.

(d) Other than (i) the registration of the Mortgages in accordance with the laws of the Approved Flag and such filings as may be required in a Pertinent Jurisdiction in respect of certain of the Finance Documents and (ii) the filing of financing statements in accordance with the Uniform Commercial Code of any Pertinent Jurisdiction, and the payment of fees consequent thereto, it is not necessary for the legality, validity, enforceability or admissibility into evidence of this Agreement or any other Finance Document that any of them or any document relating thereto be registered, filed recorded or enrolled with any court or authority in any Pertinent Jurisdiction.

(e) The execution, delivery, filing, registration, recording, performance and enforcement of the Finance Documents by any of the Creditor Parties will not cause such Creditor Party to be deemed to be resident, domiciled or carrying on business in any Pertinent Jurisdiction of any Security Party or subject to taxation under any law or regulation of any governmental authority in any Pertinent Jurisdiction of any Security Party.

(f) Under the law of each Security Party's jurisdiction of incorporation or formation, the choice of the law of New York to govern this Agreement and the other Finance Documents to which New York law is applicable is valid and binding.

(g) The submission by the Security Parties to the jurisdiction of the New York State courts and the U.S. Federal court sitting in New York County pursuant to Clause 32.2(a) is valid and binding and not subject to revocation, and service of process effected in the manner set forth in Clause 32.2(d) will be effective to confer personal jurisdiction over the Security Parties in such courts.

11 GENERAL AFFIRMATIVE AND NEGATIVE COVENANTS

11.1 **Affirmative covenants.** From the First Drawdown Date until the Total Commitments have terminated and all amounts payable hereunder have been paid in full the Borrower and each of the Guarantors, as the case may be, undertakes with each Creditor Party to comply or cause compliance with the following provisions of this Clause 11.1 except as the Agent, with the consent of the Majority Lenders, may approve from time to time in writing, such approval not to be unreasonably withheld or delayed:

(a) **Performance of obligations.** Each Security Party shall duly observe and perform its obligations under each Charter and each Finance Document to which it is or is to become a party.

(b) **Notification of defaults (etc).** The Borrower shall promptly notify the Agent, upon becoming aware of the same, of:

(i) the occurrence of an Event of Default or of any Potential Event of Default;

(ii) any default, or any material interruption in the performance whether or not the same constitutes a default, by any party to a Charter; and

(iii) any damage or injury caused by or to a Ship in excess of $1,000,000.

(c) **Confirmation of no default.** The Borrower will, within two (2) Business Days after service by the Agent of a written request, serve on the Agent a notice which is signed by an officer of the Borrower and which states that:

(i) no Event of Default or Potential Event of Default has occurred; or

(ii) no Event of Default or Potential Event of Default has occurred, except for a specified event or matter, of which all material details are given.

The Agent may serve requests under this Clause 11.1(c) from time to time but only if asked to do so by a Lender or Lenders having Contributions exceeding 50.1% of the Loan or (if no Advances have been made) Commitments exceeding 50.1% of the Total Commitments, and this Clause 11.1(c) does not affect the Borrower's obligations under Clause 11.1(b).

(d) **Notification of litigation.** The Borrower will provide the Agent with details of any legal or administrative action involving the Borrower, any other Security Party, the Approved Manager or any Ship, the Earnings or the Insurances as soon as such action is instituted or it becomes apparent to the Borrower that it is likely to be instituted, unless it is clear that the legal or administrative action cannot be considered material in the context of any Finance Document.

(e) **Provision of further information.** The Borrower will, as soon as practicable after receiving the request, provide the Agent with any additional financial or other information relating to:

(i) the Borrower, the Guarantors or any of the Borrower's other subsidiaries and Affiliates; or

(ii) any other matter relevant to, or to any provision of, a Finance Document,

which may be reasonably requested by the Agent, the Security Trustee, any Lender or any Swap Bank at any time.

(f) **Books of record and account; separate accounts.**

(i) Each of the Borrower and the Guarantors shall keep separate and proper books of record and account in which full and materially correct entries shall be made of all financial transactions and the assets and business of each of the Borrower and the Guarantors in accordance with GAAP, and the Agent shall have the right to examine the books and records of each of the Borrower and the Guarantors wherever the same may be kept from time to time as it sees fit, in its sole reasonable discretion, or to cause an examination to be made by a firm of accountants selected by it, **provided that** any examination shall be done without undue interference with the day to day business operations of the Borrower or the Guarantors, as the case may be.

(ii) Each of the Borrower and the Guarantors shall keep separate accounts and shall not co-mingle assets with each other except for funds held in the Borrower Earnings Account or any other person.

(g) **Financial reports.** The Borrower shall prepare and deliver to the Agent:

(i) within 120 days after the end of each Fiscal Year to which they relate, audited consolidated financial statements in respect of such Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, certified as having been audited by an Acceptable Accounting Firm;

(ii) within 90 days after the end of each quarter of each Fiscal Year, unaudited consolidated financial statements in respect of such quarter, all in reasonable detail and prepared in accordance with GAAP, certified as having been reviewed by its chief financial officer (or equivalent);

(iii) as soon as reasonably practicable and in any event 30 days prior to the beginning of each Fiscal Year, cash flow projections for the Borrower;

(iv) a Compliance Certificate together with the quarterly reports that the Borrower delivers in (ii) above; and

(v) such other financial statements produced by the Borrower in the ordinary course (including without limitation details of all off-balance sheet and time charter hire commitments), annual budgets and projections as may be reasonably requested by the Agent, each to be in such form as the Agent may reasonably request.

(h) **Appraisals of Fair Market Value.** The Agent shall procure at least two written appraisal reports setting forth the Fair Market Value of each Ship as follows:

(i) at the Borrower's expense, for inclusion with the Compliance Certificate delivered with the second quarterly and annual financial statements required to be delivered under Clause 11.1(g);

(ii) at the Borrower's expense, upon the occurrence of (i) an Event of Default (and thereafter at such frequency as the Agent may request) or (ii) if a Ship is sold or becomes a Total Loss; and

(iii) at the Lenders' expense, at all other times upon the request of the Agent or the Majority Lenders, unless an Event of Default has occurred and is continuing, in which case such reports shall be procured by the Agent at the Borrower's expense as often as requested by the Majority Lenders.

(i) **Taxes.** Each Security Party shall prepare and timely file all tax returns required to be filed by it and pay and discharge all taxes imposed upon it or in respect of any of its property and assets before the same shall become in default, as well as all lawful claims (including, without limitation, claims for labor, materials and supplies) which, if unpaid, might become a Security Interest upon the Collateral or any part thereof, except in each case, for any such taxes (i) as are being contested in good faith by appropriate proceedings and for which adequate reserves have been established, (ii) as to which such failure to have paid does not create any risk of sale, forfeiture, loss, confiscation or seizure of a Ship or criminal liability, or (iii) the failure of which to pay or discharge would not be likely to have a Material Adverse Effect.

(j) **Consents.** Each Security Party shall obtain or cause to be obtained, maintain in full force and effect and comply with the conditions and restrictions (if any) imposed in connection with, every consent and do all other acts and things which may from time to time be necessary or required for the continued due performance of all of its obligations under any Charter and each Finance Document to which it is or is to become a party, and shall deliver a copy of all such consents to the Agent promptly upon its request.

(k) **Compliance with applicable law.** Each Security Party shall comply in all material respects with all applicable federal, state, local and foreign laws, ordinances, rules, orders and regulations now in force or hereafter enacted, including, without limitation, all Environmental Laws and regulations relating thereto, the failure to comply with which would be likely to have a Material Adverse Effect.

(l) **Existence.** Each Security Party shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence in good standing under the laws of its jurisdiction of incorporation or formation.

(m) **Conduct of business.**

(i) The Borrower shall conduct business only in connection with, or for the purpose of, managing, chartering, operating vessel pools and operating the Ships and other vessels and directly or indirectly owning the Equity Interests of each of the Guarantors.

(ii) Each Guarantor shall conduct business only in connection with, or for the purpose of, owning, managing, chartering and operating the Ship owned by it.

(iii) Each Security Party shall conduct business in its own name and observe all corporate and other formalities required by its constitutional documents.

(n) **Properties.**

(i) Except to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect, each Security Party shall maintain and preserve all of its properties that are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear excepted.

(ii) Each Security Party shall obtain and maintain good and marketable title or the right to use or occupy all real and personal properties and assets (including intellectual property) reasonably required for the conduct of its business.

(iii) Each Security Party shall maintain and protect its intellectual property and conduct its business and affairs without infringement of or interference with any intellectual property of any other person in any material respect and shall comply in all material respects with the terms of its licenses.

(o) **Loan proceeds.** The Borrower shall use the proceeds of each Advance for (i) funding the Liquidity Account, retiring the debtor-in-possession financing, repaying pre-petition debt facilities (in accordance with the terms of the Reorganization Plan), and funding certain obligations of the Borrower as set forth in the Reorganization Plan in the case of the Term Loan Facility, and (ii) general corporate purposes in the case of the Revolving Credit Facility.

(p) **Change of place of business.** The Borrower shall notify the Agent promptly of any change in the location of the place of business where it or any other Security Party conducts its affairs and keeps its records.

(q) **Pollution liability.** Each Security Party shall take, or cause to be taken, such actions as may be reasonably required to mitigate potential liability to it arising out of pollution incidents or as may be reasonably required to protect the interests of the Creditor Parties with respect thereto.

(r) **Subordination of loans.** Each Security Party shall cause all loans made to it by any Affiliate, parent or subsidiary and all sums and other obligations (financial or otherwise) owed by it to any Affiliate, parent or subsidiary to be fully subordinated to all Secured Liabilities.

(s) **Asset control.** The Borrower shall ensure that:

(i) it is not 50 percent or more owned by one or more Prohibited Persons in the aggregate, or controlled by, or acting directly or on behalf of, a Prohibited Person;

(ii) it does not own or control a Prohibited Person;

(iii) to the best of its knowledge, it is not acting indirectly or for the benefit of a Prohibited Person;

(iv) no proceeds of any Advance shall be made available directly to a Prohibited Person or otherwise shall be directly applied in a manner or for a purpose prohibited by Sanctions; and

(v) to the best of its knowledge, no proceeds of any Advance shall be made available indirectly to or for the benefit of a Prohibited Person, or otherwise shall be indirectly applied in a manner or for the purpose prohibited by Sanctions.

(t) **Money laundering.** The Borrower shall comply, and cause each of its subsidiaries to comply, with any applicable law, official requirement or other regulatory measure or procedure implemented to combat "money laundering" (as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council) and comparable United States federal and state laws, including without limitation the PATRIOT Act and the Bank Secrecy Act.

(u) **Pension Plans.** Promptly upon the institution of a Plan, a Multiemployer Plan or a Foreign Pension Plan by the Borrower, any Guarantor or any ERISA Affiliate of any of them, the Borrower shall furnish or cause to be furnished to the Agent written notice thereof and, if requested by the Agent or any Lender, a copy of such Plan, Multiemployer Plan or Foreign Pension Plan.

(v) **Information provided to be accurate.** All financial and other information which is provided in writing by or on behalf of any Security Party under or in connection with any Finance Document shall be true and not misleading in all material respects and shall not omit any material fact or consideration.

(w) **Shareholder and creditor notices.** The Borrower shall send the Agent, at the same time as they are dispatched, copies of all communications which are dispatched to its (i) shareholders or any class of them or (ii) creditors generally.

(x) **Maintenance of Security Interests.** Each of the Borrower and the Guarantors shall:

a. at its own cost, do all that it reasonably can to ensure that any Finance Document validly creates the obligations and the Security Interests which it purports to create; and

b. without limiting the generality of paragraph (i), at its own cost, promptly register, file, record or enroll any Finance Document with any court or authority in all Pertinent Jurisdictions, pay any stamp, registration or similar tax in all Pertinent Jurisdictions in respect of any Finance Document, give any notice or take any other step which, in the opinion of the Majority Lenders, is or has become necessary for any Finance Document to be valid, enforceable or admissible in evidence or to ensure or protect the priority of any Security Interest which it creates.

(y) **"Know your customer" checks.** If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(ii) any change in the status of the Borrower or any other Security Party after the date of this Agreement; or

(iii) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (iii), any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Agent or the Lender concerned supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or the Lender concerned (for itself or, in the case of the event described in paragraph (iii), on behalf of any prospective new Lender) in order for the Agent, the Lender concerned or, in the case of the event described in paragraph (iii), any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

(z) **NASDAQ listing**. The Borrower shall endeavor to retain its listing on the NASDAQ Stock Market or another exchange acceptable to the Lenders.

(aa) **Further assurances.** From time to time, at its reasonable expense, the Borrower and each of the Guarantors shall duly execute and deliver to the Agent such further documents and assurances as the Majority Lenders or the Agent may reasonably request to effectuate the purposes of this Agreement, the other Finance Documents or obtain the full benefit of any of the Collateral.

11.2 **Negative covenants.** From the First Drawdown Date until the Total Commitments have terminated and all amounts payable hereunder have been paid in full the Borrower and each of the Guarantors, as the case may be, undertakes with each Creditor Party to comply or cause compliance with the following provisions of this Clause 11.2 except as the Agent, with the consent of the Majority Lenders, may approve from time to time in writing, such approval not to be unreasonably withheld or delayed:

(a) **Security Interests.** None of the Guarantors shall create, assume or permit to exist any Security Interest whatsoever upon any of its properties or assets, whether now owned or hereafter acquired, except for Permitted Security Interests.

(b) **Sale of assets; merger.** No Security Party shall, either in a single transaction or a series of transactions, sell, transfer or lease (other than in connection with a Charter) all or substantially all of its properties and assets, or enter into any transaction of merger, de-merger or consolidation, or liquidate, windup or dissolve itself (or suffer any liquidation or dissolution) **provided that** a Guarantor may sell the Ship owned by it pursuant to the terms of this Agreement and so long as (i) the mandatory prepayment prescribed by Clause 8.7 is effected, and (ii) after giving effect to such sale, the ratio of the aggregate Fair Market Value of the remaining Ships which were less than 10 years of age on the Effective Date to the aggregate Fair Market Value of all remaining Ships shall be greater than 60%.

(c) **No contracts other than in ordinary course.** None of the Borrower or the Guarantors shall enter into any transactions or series of related transactions with third parties other than in the ordinary course of its business.

(d) **Affiliate transactions.** None of the Borrower or the Guarantors shall enter into any transaction or series of related transactions, whether or not in the ordinary course of business, with any Affiliate other than on terms and conditions substantially as favorable to such Borrower or Guarantor as would be obtainable by it at the time in a comparable arm's-length transaction with a person other than an Affiliate.

(e) **Change of business.**

(i) The Borrower shall not change the nature of its business or commence any business other than in connection with, or for the purpose of operating the Ships and other vessels and directly or indirectly owning the Equity Interests of each of the Guarantors.

(ii) None of the Guarantors shall change the nature of its business or commence any business other than in connection with, or for the purpose of, owning, managing, chartering and operating the Ship owned by it.

(f) **Change of Control; Negative pledge.** None of the Borrower or the Guarantors shall permit any act, event or circumstance that would result in a Change of Control, and the Borrower shall not permit any pledge or assignment of a Guarantor's Equity Interests except in favor of the Security Trustee to secure the Secured Liabilities.

(g) **Increases in capital.** The Borrower shall not permit an increase of a Guarantor's capital by way of the issuance of any class or series of Equity Interests or create any new class of Equity Interests that is not subject to a Security Interest to secure the Secured Liabilities.

(h) **Financial Indebtedness; Trade payables.**

(i) None of the Guarantors shall incur any Financial Indebtedness other than (A) in respect of the Loan, (B) loans from the Borrower or its Affiliate(s) that are fully subordinated to the Loan, or (C) any guarantee of the Borrower's liabilities and obligations under a Master Agreement .

(ii) None of the Guarantors shall incur trade credit exceeding $250,000 on a per Ship basis at any time (which shall not remain outstanding for more than 60 days).

(i) **Dividends.**

(i) Subject to Clause 11.2(i)(ii), the Borrower may declare and/or pay any dividends or return any capital to its equity holders or authorize or make any other distribution, payment or delivery of property or cash to its equity holders, or redeem, retire, purchase or otherwise acquire, directly or indirectly, for value, any interest of any class or series of its Equity Interests (or acquire any rights, options or warrants relating thereto but not including convertible debt) now or hereafter outstanding, or repay any subordinated loans to equity holders or set aside any funds for any of the foregoing purposes, so long as:

(A) the aggregate of (1) cash and Cash Equivalents and (2) undrawn but available amounts under the Revolving Loan Facility is equal to or greater than U.S.$30,000,000 plus U.S.$500,000 for each vessel owned by the Borrower or any of its subsidiaries other than a Ship; and

(B) for the period prior to the first anniversary of the First Drawdown Date only, the Borrower also prepays the Term Loan in an amount sufficient to reduce the balloon under Clause 8.1(b) on a dollar-for-dollar basis with such dividend.

(ii) If an Event of Default or a Potential Event of Default has occurred and is continuing, none of the Borrower or the Guarantors shall declare or pay any dividends or return any capital to its equity holders or authorize or make any other distribution, payment or delivery of property or cash to its equity holders, or redeem, retire, purchase or otherwise acquire, directly or indirectly, for value, any interest of any class or series of its Equity Interests (or acquire any rights, options or warrants relating thereto but not including convertible debt) now or hereafter outstanding, or repay any subordinated loans to equity holders or set aside any funds for any of the foregoing purposes.

(j) **No amendment to Charters.** None of the Borrower or the Guarantors shall agree to any amendment or supplement to, or waive or fail to enforce, a Charter or any of its material provisions.

(k) **No amendment to Master Agreements.** The Borrower shall not agree to any amendment or supplement (other than related confirmations) to, or waive or fail to enforce, any Master Agreement or any of its material provisions.

(l) **Loans and investments.** None of the Guarantors shall make any loan or advance to, make any investment in, or enter into any working capital maintenance or similar agreement with respect to any person, whether by acquisition of Equity Interests or indebtedness, by loan, guarantee or otherwise (other than the guarantee given hereunder in accordance with Clause 16 of this Agreement).

(m) **Acquisition of capital assets.** None of the Guarantors shall acquire any capital assets (including any vessel other than a Ship) by purchase, charter or otherwise, **provided that** for the avoidance of doubt nothing in this Clause 11.2(m) shall prevent or be deemed to prevent capital improvements being made to a Ship.

(n) **Sale and leaseback.** None of the Guarantors shall enter into any arrangements, directly or indirectly, with any person whereby it shall sell or transfer any of its property, whether real or personal, whether now owned or hereafter acquired, if it, at the time of such sale or disposition, intends to lease or otherwise acquire the right to use or possess (except by purchase) such property or like property for a substantially similar purpose.

(o) **Changes to Fiscal Year and accounting policies.** None of the Borrower or the Guarantors shall change its Fiscal Year or make or permit any change in accounting policies affecting (i) the presentation of financial statements or (ii) reporting practices, except in either case in accordance with GAAP or pursuant to the requirements of applicable laws or regulations.

(p) **Jurisdiction of incorporation or formation; Amendment of constitutional documents.**

(i) Neither the Borrower nor the Guarantors shall change the jurisdiction of its incorporation or formation.

(ii) None of the Guarantors shall amend its constitutional documents, and the Borrower shall not amend its constitutional documents in any manner that would adversely affect its obligations under this Agreement or any other Finance Document to which it is a party, in each case, without the consent of the Lenders (such consent not to be unreasonably withheld or delayed).

(q) **Change of location.** None of the Borrower or the Guarantors shall change the location of its chief executive office or the office where its corporate records are kept or open any new office for the conduct of its business on less than thirty (30) days prior written notice to the Agent.

12 FINANCIAL COVENANTS

12.1 **General**. From the First Drawdown Date until the Total Commitments have terminated and all amounts payable hereunder have been paid in full the Borrower undertakes with each Creditor Party to comply or cause compliance with the following provisions of this Clause 12 except as the Agent, with the consent of the Majority Lenders, may approve from time to time in writing, such approval not to be unreasonably withheld or delayed.

12.2 **Maximum leverage.** The Borrower shall maintain a ratio of Consolidated Funded Debt to Consolidated Total Capitalization of not more than 0.65 to 1.0, to be tested on the last day of each fiscal quarter.

12.3 **Minimum interest coverage.**

(a) The Borrower shall maintain an Interest Coverage Ratio of not less than 2.50 to 1.00 (the "**Minimum Interest Coverage Ratio**") on a trailing four fiscal quarter basis, commencing with the last day of the first fiscal quarter ending on or after the first anniversary of the Effective Date and on the last day of each succeeding fiscal quarter.

(b) The Borrower's failure to comply with Clause 12.3(a) shall not be deemed to be an Event of Default if (i) the Security Value plus the net realizable value of any additional Collateral provided under Clause 15 as of such date is equal to or greater than 180% of the Loan and (ii) within 30 days of such failure, the Borrower deposits into the Liquidity Account an amount (excluding such amount held in the Liquidity Account for the purpose of calculating Minimum Liquidity) sufficient, when added to the applicable amount of Consolidated EBITDA, to cause the Interest Coverage Ratio to be in compliance with Clause 12.3(a).

12.4 **Minimum liquidity.** The Borrower shall maintain Liquidity, including all amounts on deposit with any bank, of not less than the greater of (a) $20,000,000 and (b) U.S.$500,000 per Ship (the "**Minimum Liquidity**") at all times, provided that (i) on the First Drawdown Date, 100% of the Minimum Liquidity shall consist of cash deposited in the Liquidity Account, and (ii) after the First Drawdown Date, (A) at least 75% of the Minimum Liquidity shall consist of cash held in the Liquidity Account, other than any Interest Coverage Cure Amount, (B) not more than 25% of the 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).

13 MARINE INSURANCE COVENANTS

13.1 **General.** From the First Drawdown Date until the Total Commitments have terminated and all amounts payable hereunder have been paid in full, the Borrower and each of the Guarantors, as the case may be, undertakes with each Creditor Party to comply or cause compliance with the following provisions of this Clause 13 except as the Agent, with the consent of the Majority Lenders, may approve from time to time in writing, such approval not to be unreasonably withheld or delayed.

13.2 **Maintenance of obligatory insurances.** Each Guarantor shall keep the Ship owned by it insured at its expense against:

(a) fire and usual marine risks (including hull and machinery, hull interest/increased value, freight interest and excess risks);

(b) war risks;

(c) protection and indemnity risks; and

(d) any other risks against which the Security Trustee considers, having regard to practices and other circumstances prevailing at the relevant time, it would in the opinion of the Security Trustee be reasonable for that Guarantor to insure and which are specified by the Security Trustee by notice to that Guarantor.

13.3 **Terms of obligatory insurances.** Each Guarantor shall affect such insurances in respect of the Ship owned by it:

(a) in Dollars;

(b) in the case of fire and usual marine risks and war risks, in an amount on an agreed value basis at least the greater of:

  (i) when aggregated with the insured values of the other Ships then financed under this Agreement, 120% of the aggregate of the Loan; and

  (ii) the Fair Market Value of the Ship owned by it;

(c) in the case of oil pollution liability risks, for an aggregate amount equal to the highest level of cover from time to time available under basic protection and indemnity club entry and in the international marine insurance market;

(d) in relation to protection and indemnity risks in respect of the full tonnage of the Ship owned by it;

(e) on approved terms; and

(f) through approved brokers and with approved insurance companies and/or underwriters or, in the case of war risks and protection and indemnity risks, in approved war risks and protection and indemnity risks associations that are members of the International Group of P&I Clubs, such approval not to be unreasonably withheld or delayed.

13.4 Further protections for the Creditor Parties. In addition to the terms set out in Clause 13.3, each Guarantor shall procure that the obligatory insurances affected by it shall:

(a) subject always to paragraph (b), name that Guarantor as the sole named assured unless the interest of every other named assured is limited:

(i) in respect of any obligatory insurances for hull and machinery and war risks;

(A) to any provable out-of-pocket expenses that it has incurred and which form part of any recoverable claim on underwriters; and

(B) to any third party liability claims where cover for such claims is provided by the policy (and then only in respect of discharge of any claims made against it); and

(ii) in respect of any obligatory insurances for protection and indemnity risks, to any recoveries it is entitled to make by way of reimbursement following discharge of any third party liability claims made specifically against it;

and every other named assured has undertaken in writing to the Security Trustee (in such form as it requires) that any deductible shall be apportioned between that Guarantor and every other named assured in proportion to the aggregate claims made or paid by each of them and that it shall do all things necessary and provide all documents, evidence and information to enable the Security Trustee to collect or recover any moneys which at any time become payable in respect of the obligatory insurances;

(b) whenever the Security Trustee requires, name (or be amended to name) the Security Trustee as additional named assured for its rights and interests, warranted no operational interest and with full waiver of rights of subrogation against the Security Trustee, but without the Security Trustee thereby being liable to pay (but having the right to pay) premiums, calls or other assessments in respect of such insurance;

(c) name the Security Trustee as loss payee with such directions for payment as the Security Trustee may specify;

(d) provide that all payments by or on behalf of the insurers under the obligatory insurances to the Security Trustee shall be made without set-off, counterclaim or deductions or condition whatsoever;

(e) provide that the obligatory insurances shall be primary without right of contribution from other insurances which may be carried by the Security Trustee or any other Creditor Party; and

(f) provide that the Security Trustee may make proof of loss if that Guarantor fails to do so.

13.5 Renewal of obligatory insurances. Each Guarantor shall:

(a) at least 21 days before the expiry of any obligatory insurance:

(i) notify the Security Trustee of the brokers (or other insurers) and any protection and indemnity or war risks association through or with whom that Guarantor proposes to renew that obligatory insurance and of the proposed terms of renewal; and

(ii) obtain the Security Trustee's approval to the matters referred to in paragraph (i);

(b) at least 14 days before the expiry of any obligatory insurance, renew that obligatory insurance in accordance with the Security Trustee's approval pursuant to paragraph (a); and

(c) procure that the approved brokers and/or the war risks and protection and indemnity associations with which such a renewal is effected shall promptly after the renewal notify the Security Trustee in writing of the terms and conditions of the renewal.

13.6 Copies of policies; letters of undertaking. Each Guarantor shall ensure that all approved brokers provide the Security Trustee with pro forma copies of all policies relating to the obligatory insurances which they are to affect or renew and of a letter or letters or undertaking in a form required by the Security Trustee and including undertakings by the approved brokers that:

(a) they will have endorsed on each policy, immediately upon issue, a loss payable clause and a notice of assignment in accordance with the requirements of the Insurance Assignment for that Guarantor's Ship;

(b) they will hold such policies, and the benefit of such insurances, to the order of the Security Trustee in accordance with the said loss payable clause;

(c) they will advise the Security Trustee immediately of any material change to the terms of the obligatory insurances or if they cease to act as brokers;

(d) they will notify the Security Trustee, not less than 14 days before the expiry of the obligatory insurances, in the event of their not having received notice of renewal instructions from that Guarantor or its agents and, in the event of their receiving instructions to renew, they will promptly notify the Security Trustee of the terms of the instructions; and

(e) they will not set off against any sum recoverable in respect of a claim relating to the Ship owned by that Guarantor under such obligatory insurances any premiums or other amounts due to them or any other person whether in respect of that Ship or otherwise, they waive any lien on the policies, or any sums received under them, which they might have in respect of such premiums or other amounts, and they will not cancel such obligatory insurances by reason of non-payment of such premiums or other amounts, and will arrange for a separate policy to be issued in respect of that Ship forthwith upon being so requested by the Security Trustee.

13.7 **Copies of certificates of entry.** Each Guarantor shall ensure that any protection and indemnity and/or war risks associations in which the Ship owned by it is entered provides the Security Trustee with:

(a) a certified copy of the certificate of entry for that Ship;

(b) a letter or letters of undertaking in such form as may be required by the Security Trustee; and

(c) a certified copy of each certificate of financial responsibility for pollution by oil or other Environmentally Sensitive Material issued by the relevant certifying authority in relation to the Ship.

13.8 **Payment of premiums.** Each Guarantor shall punctually pay all premiums or other sums payable in respect of the obligatory insurances and produce all relevant receipts when so required by the Security Trustee.

13.9 **Guarantees.** Each Guarantor shall ensure that any guarantees required by a protection and indemnity or war risks association are promptly issued and remain in full force and effect.

13.10 **Compliance with terms of insurances.** No Guarantor shall do nor omit to do (nor permit to be done or not to be done) any act or thing which would or might render any obligatory insurance invalid, void, voidable or unenforceable or render any sum payable under an obligatory insurance repayable in whole or in part; and, in particular:

(a) each Guarantor shall take all necessary action and comply with all requirements which may from time to time be applicable to the obligatory insurances, and (without limiting the obligation contained in Clause 13.6(c)) ensure that the obligatory insurances are not made subject to any exclusions or qualifications to which the Security Trustee has not given its prior approval;

(b) no Guarantor shall make any changes relating to the classification or classification society or manager or operator of the Ship owned by it unless approved by the underwriters of the obligatory insurances;

(c) each Guarantor shall make (and promptly supply copies to the Agent of) all quarterly or other voyage declarations which may be required by the protection and indemnity risks association in which the Ship owned by it is entered to maintain cover for trading to the United States of America and Exclusive Economic Zone (as defined in the United States Oil Pollution Act 1990 or any other applicable legislation); and

(d) no Guarantor shall employ the Ship owned by it, nor allow it to be employed, otherwise than in conformity with the terms and conditions of the obligatory insurances, without first obtaining the consent of the insurers and complying with any requirements (as to extra premium or otherwise) which the insurers specify.

13.11 **Alteration to terms of insurances.** No Guarantor shall either make or agree to any alteration to the terms of any obligatory insurance nor waive any right relating to any obligatory insurance.

13.12 **Settlement of claims.** No Guarantor shall settle, compromise or abandon any claim under any obligatory insurance for Total Loss or for a Major Casualty without the consent of the Security Trustee (not to be unreasonably withheld or delayed), and if so requested by the Security Trustee shall do all things necessary and provide all documents, evidence and information to enable the Security Trustee to collect or recover any moneys which at any time become payable in respect of the obligatory insurances.

13.13 **Provision of copies of communications.** If requested by the Security Trustee, each Guarantor shall provide the Security Trustee, at the time of each such communication, copies of all material written communications between that Guarantor and:

(a) the approved brokers;

(b) the approved protection and indemnity and/or war risks associations; and

(c) the approved insurance companies and/or underwriters, which relate directly or indirectly to:

(i) that Guarantor's obligations relating to the obligatory insurances including, without limitation, all requisite declarations and payments of additional premiums or calls; and

(ii) any credit arrangements made between that Guarantor and any of the persons referred to in paragraphs (a) or (b) relating wholly or partly to the effecting or maintenance of the obligatory insurances.

13.14 **Provision of information.** In addition, each Guarantor shall promptly provide the Security Trustee (or any persons which it may designate) with any information which the Security Trustee (or any such designated person) requests for the purpose of:

(a) obtaining or preparing any report from an independent marine insurance broker as to the adequacy of the obligatory insurances effected or proposed to be effected; and/or

(b) effecting, maintaining or renewing any such insurances as are referred to in Clause 13.16 or dealing with or considering any matters relating to any such insurances;

and that Guarantor shall, forthwith upon demand, indemnify the Security Trustee in respect of all fees and other reasonable expenses incurred by or for the account of the Security Trustee in connection with any such report as is referred to in paragraph (a).

13.15 **Mortgagee's interest, additional perils and political risk insurances.** The Security Trustee shall be entitled from time to time to effect, maintain and renew (i) mortgagee's interest marine insurance, (ii) mortgagee's interest additional perils insurance and/or (iii) mortgagee's political risks / rights insurance in such amounts (not to exceed 120% of the Loan), on such terms, through such insurers and generally in such manner as the Security Trustee may from time to time consider necessary and the Borrower and the Guarantors, jointly and severally, shall upon demand fully indemnify the Security Trustee in respect of all premiums and other reasonable expenses which are incurred in connection with or with a view to effecting, maintaining or renewing any such insurance or dealing with, or considering, any matter arising out of any such insurance.

13.16 **Review of insurance requirements.** The Security Trustee may and, on instruction of the Majority Lenders, shall review, at the reasonable expense of the Borrower, the requirements of this Clause 13 from time to time in order to take account of any changes in circumstances after the date of this Agreement which are, in the reasonable opinion of the Agent or the Majority Lenders significant and capable of affecting the relevant Security Party or a Ship and its insurance (including, without limitation, changes in the availability or the cost of insurance coverage or the risks to which the relevant Security Party may be subject.)

13.17 **Modification of insurance requirements.** The Security Trustee shall notify the Borrower and the Guarantors of any proposed modification under Clause 13.17 to the requirements of this Clause 13 which the Security Trustee may or, on instruction of the Majority Lenders, shall reasonably consider necessary in the circumstances and such modification shall take effect on and from the date it is notified in writing to the Borrower and the Guarantors as an amendment to this Clause 13 and shall bind the Borrower and the Guarantors accordingly.

13.18 **Compliance with instructions.** The Security Trustee shall be entitled (without prejudice to or limitation of any other rights which it may have or acquire under any Finance Document) to require a Ship to remain at any safe port or to proceed to and remain at any safe port designated by the Security Trustee until the relevant Security Party implements any amendments to the terms of the obligatory insurances and any operational changes required as a result of a notice served under Clause 13.18.

14 SHIP COVENANTS

14.1 **General.** From the First Drawdown Date until the Total Commitments have terminated and all amounts payable hereunder have been paid in full, the Borrower and each of the Guarantors, as the case may be, undertakes with each Creditor Party to comply or cause compliance with the following provisions of this Clause 14 except as the Agent, with the consent of the Majority Lenders, may approve from time to time in writing, such approval not to be unreasonably withheld or delayed.

14.2 **Ship's name and registration.** Each Guarantor shall:

(a) keep the Ship owned by it registered in its name under the law of the Approved Flag;

(b) not do, omit to do or allow to be done anything as a result of which such registration might be cancelled or imperiled; and

(c) not change the name or port of registry on which such Ship was registered when it became subject to a Mortgage.

14.3 **Repair and classification.** Each Guarantor shall keep the Ship owned by it in a good and safe condition and state of repair:

(a) consistent with first-class ship ownership and management practice;

(b) so as to maintain the highest class for that Ship with the Classification Society, free of overdue recommendations and conditions affecting that Ship's class; and

(c) so as to comply with all laws and regulations applicable to vessels registered under the law of the Approved Flag on which that Ship is registered or to vessels trading to any jurisdiction to which that Ship may trade from time to time, including but not limited to the ISM Code and the ISPS Code.

14.4 **Classification Society instructions and undertaking.** Each Guarantor shall instruct the Classification Society referred to in Clause 14.3(b) (and procure that the Classification Society undertakes with the Security Trustee):

(a) to send to the Security Trustee, following receipt of a written request from the Security Trustee, certified true copies of all original class records held by the Classification Society in relation to that Guarantor's Ship;

(b) to allow the Security Trustee (or its agents), at any time and from time to time, to inspect the original class and related records of that Guarantor and the Ship owned by it either (i) electronically (through the Classification Society directly or by way of indirect access via the Borrower's account manager and designating the Security Trustee as a user or administrator of the system under its account) or (ii) in person at the offices of the Classification Society, and to take copies of them electronically or otherwise;

(c) to notify the Security Trustee immediately in writing if the Classification Society:

(i) receives notification from that Guarantor or any other person that that Ship's Classification Society is to be changed; or

(ii) becomes aware of any facts or matters which may result in or have resulted in a condition of class or a recommendation, or a change, suspension, discontinuance, withdrawal or expiry of that Ship's class under the rules or terms and conditions of that Guarantor's or that Ship's membership of the Classification Society;

(d) following receipt of a written request from the Security Trustee:

(i) to confirm that that Guarantor is not in default of any of its contractual obligations or liabilities to the Classification Society and, without limiting the foregoing, that it has paid in full all fees or other charges due and payable to the Classification Society; or

(ii) if that Guarantor is in default of any of its contractual obligations or liabilities to the Classification Society, to specify to the Security Trustee in reasonable detail the facts and circumstances of such default, the consequences of such default, and any remedy period agreed or allowed by the Classification Society.

14.5 **Modification.** No Guarantor shall make any modification or repairs to, or replacement of, the Ship owned by it or equipment installed on that Ship which would or is reasonably likely to materially alter the structure, type or performance characteristics of that Ship or materially reduce its value.

14.6 **Removal of parts.** No Guarantor shall remove any material part of the Ship owned by it, or any item of equipment installed on, that Ship unless the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than the part or item removed, is free from any Security Interest or any right in favor of any person other than the Security Trustee and becomes on installation on that Ship, the property of that Guarantor and subject to the security constituted by the Mortgage, **provided that** a Guarantor may install and remove equipment owned by a third party if the equipment can be removed without any risk of damage to the Ship owned by it.

14.7 **Surveys.** Each Guarantor, at its sole expense, shall submit the Ship owned by it regularly to all periodical or other surveys which may be required for classification purposes and, if so required by the Security Trustee, provide the Security Trustee, at that Guarantor's sole expense, with copies of all survey reports.

14.8 **Inspection.** Each Guarantor shall permit the Security Trustee (by surveyors or other persons appointed by it for that purpose at the cost of the Borrower and the Guarantors) to board the Ship owned by it at all reasonable times but not more than once per year with 15 Business Days' prior notice to the relevant Guarantor to inspect its condition or to satisfy themselves about proposed or executed repairs and shall afford all proper facilities for such inspections. The Security Trustee shall ensure that the operation of that Ship is not unduly interfered with as a result of such inspections.

14.9 **Prevention of and release from arrest.** Each Guarantor shall promptly discharge:

(a) all liabilities which give or may give rise to maritime or possessory liens on or claims enforceable against the Ship owned by it, the Earnings or the Insurances;

(b) all taxes, dues and other amounts charged in respect of the Ship owned by it, the Earnings or the Insurances; and

(c) all other accounts payable whatsoever in respect of the Ship owned by it, the Earnings or the Insurances,

and, forthwith upon receiving notice of the arrest of the Ship owned by it, or of its detention in exercise or purported exercise of any lien or claim, that Guarantor shall procure its release by providing bail or otherwise as the circumstances may require.

14.10 **Compliance with laws etc.** Each Guarantor shall:

(a) comply, or procure compliance with, all laws or regulations:

(i) relating to its business generally; or

(ii) relating to the ownership, employment, operation and management of the Ship owned by it,

including but not limited to the ISM Code, the ISPS Code, all Environmental Laws and all Sanctions;

(b) without prejudice to the generality of paragraph (a) above, not employ the Ship owned by it nor allow its employment in any manner contrary to any laws or regulations, including but not limited to the ISM Code, the ISPS Code; all Environmental Laws and all Sanctions; and

(c) in the event of hostilities in any part of the world (whether war is declared or not), not cause or permit the Ship owned by it to enter or trade to any zone which is declared a war zone by any government or by that Ship's war risks insurers unless that Guarantor has (at its expense) effected any special, additional or modified insurance cover which the Security Trustee may reasonably require.

14.11 Provision of information. Each Guarantor shall promptly provide the Security Trustee with any information which it reasonably requests regarding:

(a) the Ship owned by it, its employment, position and engagements;

(b) the Earnings and payments and amounts due to that Ship's master and crew;

(c) any expenses incurred, or likely to be incurred, in connection with the operation, maintenance or repair of that Ship and any payments made in respect of that Ship;

(d) any towages and salvages; and

(e) that Guarantor's, the Approved Manager's and that Ship's compliance with the ISM Code and the ISPS Code,

and, upon the Security Trustee's request, provide copies of any current charter and charter guarantee relating to that Ship and copies of that Guarantor's or the Approved Manager's Document of Compliance.

14.12 Notification of certain events. Each Guarantor shall immediately notify the Security Trustee by fax or Email, confirmed forthwith by letter, of:

(a) any casualty which is or is likely to be or to become a Major Casualty;

(b) any occurrence as a result of which the Ship owned by it has become or is, by the passing of time or otherwise, likely to become a Total Loss;

(c) any requirement or condition made by any insurer or classification society or by any competent authority which is not immediately complied with;

(d) any arrest or detention of the Ship owned by it, any exercise or purported exercise of any Security Interest on that Ship or the Earnings or any requisition of that Ship for hire;

(e) any intended dry docking of the Ship owned by it;

(f) any Environmental Claim made against that Guarantor or in connection with the Ship owned by it, or any Environmental Incident;

(g) any claim for breach of the ISM Code or the ISPS Code being made against that Guarantor, the Approved Manager or otherwise in connection with the Ship owned by it; or

(h) any other matter, event or incident, actual or threatened, the effect of which will or could lead to the ISM Code or the ISPS Code not being complied with;

and that Guarantor shall keep the Security Trustee advised in writing on a regular basis and in such detail as the Security Trustee shall require of that Guarantor's, the Approved Manager's or any other person's response to any of those events or matters.

14.13 Restrictions on chartering, appointment of managers etc. No Guarantor shall:

(a) let the Ship owned by it on bareboat charter for any period, other than a Charter;

(b) enter into any time or consecutive voyage charter in respect of that Ship for a term which exceeds, or which by virtue of any optional extensions may exceed, 18 months, other than a Charter;

(c) enter into any charter in relation to that Ship under which more than two (2) months' hire (or the equivalent) is payable in advance;

(d) charter that Ship otherwise than on bona fide arm's length terms at the time when that Ship is fixed;

(e) appoint a manager of that Ship other than the Approved Manager or agree to any alteration to the terms of the Approved Management Agreement;

(f) de-activate or lay up that Ship;

(g) change the Classification Society; or

(h) put that Ship into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $1,500,000 (or the equivalent in any other currency) unless that person has first given to the Security Trustee and in terms satisfactory to it a written undertaking not to exercise any Security Interest on that Ship or the Earnings for the cost of such work or for any other reason.

14.14 Copies of Charters; Charter Assignment; Earnings Assignment. Provided that all approvals necessary under Clause 14.13 have been previously obtained, each Guarantor shall:

(a) furnish promptly to the Agent a true and complete copy of any Charter for the Ship owned by it, all other documents related thereto and a true and complete copy of each material amendment or other modification thereof;

(b) in respect of any such Charter, execute and deliver to the Agent a Charter Assignment and use reasonable commercial efforts to cause the charterer to execute and deliver to the Security Trustee a consent and acknowledgement to such Charter Assignment in the form required thereby; and

(c) in respect of any contract for the employment of that Ship for a term which is or which by virtue of any optional extensions therein contained would be reasonably likely to be of less than 18 months duration, execute and deliver to the Agent an Earnings Assignment and use reasonable commercial efforts to cause the charterer to execute and deliver to the Security Trustee a consent and acknowledgement to such Earnings Assignment in the form required thereby (if any).

14.15 Notice of Mortgage. Each Guarantor shall keep the Mortgage registered against the Ship owned by it as a valid first priority or preferred mortgage, carry on board that Ship a certified copy of the Mortgage and place and maintain in a conspicuous place in the navigation room and the Master's cabin of that Ship a framed printed notice stating that such Ship is mortgaged by that Guarantor to the Security Trustee.

14.16 Sharing of Earnings. No Guarantor shall enter into any agreement or arrangement for the sharing of any Earnings other than (i) any pooling arrangements with NAVIG8 BULK POOL INC. or other pooling arrangements proposed by the Borrower or applicable Guarantor which the Agent may, with the consent of the Majority Lenders (such consent not to be unreasonably withheld or delayed), approve from time to time, such approval to be given within 5 Business Days and failure to provide such approval within such 5 Business Day period shall be deemed evidence of such approval and (ii) the deposit of any Earnings into the Borrower Earnings Account.

14.17 **ISPS Code.** Each Guarantor shall comply with the ISPS Code and in particular, without limitation, shall:

(a) procure that the Ship owned by it and the company responsible for that Ship's compliance with the ISPS Code comply with the ISPS Code; and

(b) maintain for that Ship an ISSC; and

(c) notify the Agent immediately in writing of any actual or threatened withdrawal, suspension, cancellation or modification of the ISSC.

14.18 **Scrapping**. The Security Parties shall develop and implement a policy that any scrapping of a Ship is conducted in compliance with the IMO Convention for the Safe and Environmentally Sound Recycling of Ship and with the guidelines issued by the IMO in connection with such Convention.

15 SECURITY COVER

15.1 **General.** From the First Drawdown Date until the Total Commitments have terminated and all amounts payable hereunder have been paid in full, the Borrower undertakes with each Creditor Party to comply with the following provisions of this Clause 15 except as the Agent, with the consent of the Majority Lenders, may approve from time to time in writing, such approval not to be unreasonably withheld or delayed.

15.2 **Minimum required security cover.** If, at any time, the Agent notifies the Borrower that:

(a) the Security Value; plus

(b) the net realizable value of any additional Collateral previously provided under this Clause 15,

is below:

(i) before the second anniversary of the First Drawdown Date, 150 percent of the Loan,

(ii) on or after the second anniversary of the First Drawdown Date and prior to the third anniversary of the First Drawdown Date, 157.5 percent of the Loan, and

(iii) thereafter, 165 percent of the Loan,

the Agent (acting upon the instruction of the Majority Lenders or any Mandated Lead Arranger) shall require the Borrower to comply with the requirements of Clause 15.3.

15.3 **Provision of additional Collateral; prepayment**.

(a) If the Agent serves a notice on the Borrower under Clause 15.2, the Borrower shall prepay such part of the Revolving Credit Facility as will eliminate the shortfall on or before the date falling thirty (30) days after the date on which the Agent's notice is served under Clause 15.2.

(b) If such prepayment pursuant to Clause 15.3(a) is insufficient to eliminate such shortfall, then

(i) the Borrower shall prepay the Loan in an amount sufficient to eliminate such shortfall, or

(ii) the Borrower shall provide, or ensure that a third party provides, additional Collateral which, in the opinion of the Majority Lenders, has a net realizable value at least equal to the shortfall and which has been documented in such terms as the Agent may, with the authorization of the Majority Lenders, approve or require.

15.4 Value of additional vessel Collateral. The net realizable value of any additional Collateral which is provided under Clause 15.3 and which consists of a Security Interest over a vessel shall be that shown by a valuation complying with the definition of Fair Market Value.

15.5 Valuations binding. Any valuation under Clause 15.3 or 15.4 shall be binding and conclusive as regards the Borrower and the Guarantors, as shall be any valuation which the Majority Lenders make of any additional Collateral which does not consist of or include a Security Interest.

15.6 Provision of information. The Borrower shall promptly provide the Agent and any Approved Broker or other expert acting under Clause 15.4 with any information which the Agent or the Approved Broker or other expert may request for the purposes of the valuation; and, if the Borrower fails to provide the information by the date specified in the request, the valuation may be made on any basis and assumptions which the Approved Broker or the Majority Lenders (or the expert appointed by them) consider prudent.

15.7 Payment of valuation expenses. Without prejudice to the generality of the Borrower's obligations under Clauses 21.2, 21.3 and 22.3, the Borrower shall, on demand, pay the Agent the amount of the fees and expenses of any Approved Broker or other expert instructed by the Agent under this Clause 15 and all legal and other expenses incurred by any Creditor Party in connection with any matter arising out of this Clause 15.

15.8 Application of prepayment. Clause 8 shall apply in relation to any prepayment pursuant to Clause 15.3.

16 GUARANTEE

16.1 Guarantee and indemnity. In order to induce the Lenders to make the Loan to the Borrower, and to induce the Swap Banks to enter into Designated Transactions with the Borrower, each Guarantor irrevocably and unconditionally jointly and severally:

(a) guarantees, as a primary obligor and not merely as a surety, to each Creditor Party, the punctual payment and performance by the Borrower when due, whether at stated maturity, by acceleration or otherwise, of all Secured Liabilities of the Borrower, whether for principal, interest, fees, expenses or otherwise (collectively, the "**Guaranteed Obligations**"). Notwithstanding the foregoing, "Guaranteed Obligations", with respect to any Guarantor, shall not include any Excluded Swap Obligations of such Guarantor;

(b) undertakes with each Creditor Party that whenever the Borrower does not pay any Guaranteed Obligation when due, such Guarantor shall immediately on demand pay that Guaranteed Obligation as if it were the primary obligor; and

(c) indemnifies each Creditor Party immediately on demand against any cost, loss or liability suffered or incurred by that Creditor Party (i) if any Guaranteed Obligation is or becomes unenforceable, invalid or illegal or (ii) by operation of law as a consequence of the transactions contemplated by the Finance Documents and the Master Agreements. The amount of the cost, loss or liability shall be equal to the amount which that Creditor Party would otherwise have been entitled to recover.

16.2 Continuing guarantee. This guarantee:

(a) is a continuing guarantee;

(b) constitutes a guarantee of punctual performance and payment and not merely of collection;

(c) is joint and several with any other guarantee given in respect of the Guaranteed Obligations and shall not in any way be prejudiced by any other guarantee or security now or subsequently held by any Creditor Party in respect of the Guaranteed Obligations;

(d) shall remain in full force and effect until the later of the termination of the Total Commitments and the payment and performance in full of the Guaranteed Obligations and all other amounts payable hereunder regardless of any intermediate payment or discharge in whole or in part; and

(e) shall be binding upon each Guarantor, its successors and permitted assigns.

16.3 Performance of Guaranteed Obligations; obligations *pari passu*.

(a) Each Guarantor agrees that the Guaranteed Obligations will be performed and paid strictly in accordance with the terms of the relevant Finance Document or Master Agreement regardless of any law or regulation or order of any court:

(i) affecting (A) any term of such Finance Document or Master Agreement or the rights of any of the Creditor Parties with respect thereto or (B) the Borrower's ability or obligation to make or render, or right of any Creditor Party to receive, any payments or performance due thereunder; or

(ii) which might otherwise constitute a defense to, or a legal or equitable discharge of, the Borrower.

(b) The obligations of each Guarantor under this guarantee shall rank *pari passu* with all other unsecured obligations of such Guarantor.

16.4 Reinstatement. If any payment of any of the Guaranteed Obligations is rescinded, discharged, avoided or reduced or must otherwise be returned by a Creditor Party or any other person upon the insolvency, bankruptcy or reorganization of the Borrower or any other Security Party or otherwise:

(a) this guarantee shall continue to be effective or be reinstated, and the liability of each Guarantor hereunder shall continue or be reinstated, as the case may be, as if the payment, discharge, avoidance or reduction had not occurred; and

(b) each Creditor Party shall be entitled to recover the value or amount of that payment from each Guarantor, as if the payment, discharge, avoidance or reduction had not occurred.

16.5 Liability absolute and unconditional. The obligations of each Guarantor under this Clause 16 shall be irrevocable, absolute and unconditional and shall not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause 16, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any time, waiver or consent granted to, or composition with, any Security Party or other person;

(b) the release of any other Security Party or any other person under the terms of any composition or arrangement with any creditor of any Security Party;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Security Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realize the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the corporate or company structure or status of a Security Party or any other person (including without limitation any change in the holding of such Security Party's or other person's Equity Interests);

(e) any amendment to or replacement of a Finance Document, a Master Agreement or any other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any Security Party or any other person under any Finance Document, any Master Agreement or any other document or security;

(g) any bankruptcy, insolvency or similar proceedings; or

(h) any other circumstance whatsoever that might otherwise constitute a defense available to, or a legal or equitable discharge of, any Security Party.

16.6 Waiver of promptness, etc. Each of the Guarantors hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this guarantee and any requirement that a Creditor Party protect, secure, perfect or insure any Security Interest or any property subject thereto or exhaust any right or take any action against any Security Party or any other person or entity or any Collateral.

16.7 **Waiver of revocation, etc.** Each Guarantor hereby unconditionally and irrevocably waives any right to revoke this guarantee.

16.8 **Waiver of certain defenses.** Each Guarantor hereby unconditionally and irrevocably waives:

(a) any defense arising by reason of any claim or defense based upon an election of remedies by a Creditor Party that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Guarantor or other rights of such Guarantor to proceed against the Borrower, any of the other Security Parties, any other guarantor or any other person or entity or any Collateral; and

(b) any defense based on any right of set-off or counterclaim against or in respect of the obligations of such Guarantor hereunder.

16.9 **Waiver of disclosure, etc.** Each Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Creditor Party to disclose to the Guarantors any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower, any other Security Party or any of their respective subsidiaries now or hereafter known by any Creditor Party.

16.10 **Immediate recourse.** Each Guarantor waives any right it may have of first requiring any Creditor Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the that Guarantor under this Clause 16. This waiver applies irrespective of any law or any provision of a Finance Document or Master Agreement to the contrary.

16.11 **Acknowledgment of benefits.** Each Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Finance Documents and that the waivers set forth in this Clause 16 are knowingly made in contemplation of such benefits.

16.12 **Independent obligations.** The obligations of each Guarantor under or in respect of this guarantee are independent of the Guaranteed Obligations or any other obligations of the Borrower or any other Security Party under or in respect of the Finance Documents, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce this guarantee irrespective of whether any action is brought against the Borrower or any other Security Party or whether the Borrower or any other Security Party is joined in any such action or actions.

16.13 **Deferral of Guarantors' rights.** Until the Guaranteed Obligations have been irrevocably paid and performed in full and unless the Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

(a) to be indemnified by another Security Party;

(b) to claim any contribution from any other guarantor of any Security Party's obligations under the Finance Documents; and/or

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Creditor Parties under the Finance Documents, the Master Agreements or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents or the Master Agreements by any Creditor Party.

16.14 Limitation of liability. Each of the Guarantors and the Creditor Parties hereby confirms that it is its intention that the Guaranteed Obligations not constitute a fraudulent transfer or conveyance for purposes of the United States Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar law. To effectuate the foregoing intention, each of the Guarantors and the Creditor Parties hereby irrevocably agrees that the Guaranteed Obligations guaranteed by each Guarantor shall be limited to such amount as will, after giving effect to such maximum amount and all other (contingent or otherwise) liabilities of such Guarantor that are relevant under such laws and after giving effect to any rights to contribution pursuant to any agreement providing for an equitable contribution among such Guarantor and the other Guarantors, result in the Guaranteed Obligations of such Guarantor in respect of such maximum amount not constituting a fraudulent transfer or conveyance.

16.15 Reliance of Creditor Parties. Each of the Creditor Parties has entered into this Agreement in reliance upon, among other things, this guarantee.

16.16 Release of a Guarantor and of Guarantors' right of contribution. Upon the sale of its Ship, a Guarantor may request to be released as a guarantor hereunder and in respect of its obligations under the other Finance Documents to which it is a party. Provided that no Event of Default has occurred and is continuing, or would result therefrom, and that no payment is then due from that guarantor under any of the Finance Documents to which it is a party, upon the written approval of the Agent (acting with the consent of the Majority Lenders, such consent not to be unreasonably withheld), such Guarantor shall be deemed a retiring guarantor (in such capacity, a "**Retiring Guarantor**") and shall cease to be a Guarantor hereunder and released from its obligations hereunder and under the other Finance Documents, and on the date such Retiring Guarantor ceases to be a Guarantor:

(a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and

(b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Creditor Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

16.17 Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Security Party to honor all of its obligations under this guarantee in respect of Swap Obligations (**provided that** each Qualified ECP Guarantor shall be liable under this Clause 16.17 only for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Clause 16.17, or otherwise under this guarantee, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Clause 16.17 shall remain in full force and effect until such Qualified ECP Guarantor is released pursuant to Clause 16.16. Each Qualified ECP Guarantor intends that this Clause 16.17 constitute, and this Clause 16.17 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

17 PAYMENTS AND CALCULATIONS

17.1 Currency and method of payments. All payments to be made by the Lenders or by the Security Parties under a Finance Document shall be made to the Agent or to the Security Trustee, in the case of an amount payable to it:

(a) by not later than 11:00 a.m. (New York City time) on the due date;

(b) in same day Dollar funds settled through the New York Clearing House Interbank Payments System (or in such other Dollar funds and/or settled in such other manner as the Agent shall specify as being customary at the time for the settlement of international transactions of the type contemplated by this Agreement);

(c) in the case of an amount payable by a Lender to the Agent or by another Security Party to the Agent or any Lender, to the account of the Agent at Wells Fargo Bank NA, San Francisco, CA (Account No. 4122099799, ABA No. 121000248, SWIFT ID No. WFBIUS6S, Ref: Ref: Eagle Bulk Shipping Inc.), or to such other account with such other bank as the Agent may from time to time notify to the Borrower, the other Security Parties and the other Creditor Parties; and

(d) in the case of an amount payable to the Security Trustee, to such account as it may from time to time notify to the Borrower and the other Creditor Parties.

17.2 Payment on non-Business Day. If any payment by a Security Party under a Finance Document would otherwise fall due on a day which is not a Business Day:

(a) the due date shall be extended to the next succeeding Business Day; or

(b) if the next succeeding Business Day falls in the next calendar month, the due date shall be brought forward to the immediately preceding Business Day;

and interest shall be payable during any extension under paragraph (a) at the rate payable on the original due date.

17.3 Basis for calculation of periodic payments. All interest and commitment fee and any other payments under any Finance Document which are of an annual or periodic nature shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a 360 day year.

17.4 Distribution of payments to Creditor Parties. Subject to Clauses 17.5, 17.6 and 17.7:

(a) any amount received by the Agent under a Finance Document for distribution or remittance to a Lender, a Swap Counterparty or the Security Trustee shall be made available by the Agent to that Lender, that Swap Counterparty or, as the case may be, the Security Trustee by payment, with funds having the same value as the funds received, to such account as the Lender and the Swap Counterparty or the Security Trustee may have notified to the Agent not less than five (5) Business Days previously; and

(b) amounts to be applied in satisfying amounts of a particular category which are due to the Lenders and/or the Swap Counterparties generally shall be distributed by the Agent to each Lender and each Swap Counterparty pro rata to the amount in that category which is due to it.

17.5 **Permitted deductions by Agent.** Notwithstanding any other provision of this Agreement or any other Finance Document, the Agent may, before making an amount available to a Lender or a Swap Counterparty, deduct and withhold from that amount any sum which is then due and payable to the Agent from that Lender or that Swap Counterparty under any Finance Document or any sum which the Agent is then entitled under any Finance Document to require that Lender or that Swap Counterparty to pay on demand.

17.6 **Agent only obliged to pay when monies received.** Notwithstanding any other provision of this Agreement or any other Finance Document, the Agent shall not be obliged to make available to the Borrower or any Lender or any Swap Counterparty any sum which the Agent is expecting to receive for remittance or distribution to the Borrower or that Lender or that Swap Counterparty until the Agent has satisfied itself that it has received that sum.

17.7 **Refund to Agent of monies not received.** If and to the extent that the Agent makes available a sum to the Borrower or a Lender or a Swap Counterparty, without first having received that sum, the Borrower or (as the case may be) the Lender or the Swap Counterparty concerned shall, on demand:

(a) refund the sum in full to the Agent; and

(b) pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding or other loss, liability or expense incurred by the Agent as a result of making the sum available before receiving it.

17.8 **Agent may assume receipt.** Clause 17.7 shall not affect any claim which the Agent has under the law of restitution, and applies irrespective of whether the Agent had any form of notice that it had not received the sum which it made available.

17.9 **Creditor Party accounts.** Each Creditor Party shall maintain accounts showing the amounts owing to it by the Borrower and each other Security Party under the Finance Documents and all payments in respect of those amounts made by the Borrower and any other Security Party.

17.10 **Agent's memorandum account.** The Agent shall maintain a memorandum account showing the amounts advanced by the Lenders and all other sums owing to the Agent, the Security Trustee and each Lender from the Borrower and each other Security Party under the Finance Documents and all payments in respect of those amounts made by the Borrower and any other Security Party.

17.11 **Accounts prima facie evidence.** If any accounts maintained under Clauses 17.9 and 17.10 show an amount to be owing by the Borrower or any other Security Party to a Creditor Party, those accounts shall be prima facie evidence that that amount is owing to that Creditor Party.

18 APPLICATION OF RECEIPTS

18.1 Normal order of application. Except as any Finance Document may otherwise provide, any sums which are received or recovered by any Creditor Party under or by virtue of any Finance Document shall be applied:

(a) FIRST: in or towards satisfaction of any amounts then due and payable under the Finance Documents and the Master Agreements in the following order and proportions:

(i) *first*, in or towards satisfaction pro rata of all amounts then due and payable to the Creditor Parties under the Finance Documents or to Swap Counterparties under Master Agreements other than those amounts referred to at paragraphs (ii), (iii), (iv) and (v) (including, but without limitation, all amounts payable by the Borrower under Clauses 21, 22 and 23 of this Agreement or by the Borrower or any other Security Party under any corresponding or similar provision in any other Finance Document or Master Agreement);

(ii) *second*, in or towards satisfaction pro rata of any and all amounts of interest or default interest payable to the Creditor Parties under the Finance Documents or to Swap Counterparties under Master Agreements (and, for this purpose, the expression "**interest**" shall include any net amount which the Borrower shall have become liable to pay or deliver under section 9(h) (*Interest and Compensation*) of any Master Agreement but shall have failed to pay or deliver to the relevant Swap Counterparty at the time of application or distribution under this Clause 18); and

(iii) *third*, in or towards satisfaction pro rata of any and all amounts of principal payable to the Lenders under this Agreement and any and all amounts of the Swap Exposure of each Swap Counterparty (calculated as at the actual Early Termination Date applying to each particular Designated Transaction, or if no such Early Termination Date shall have occurred, calculated as if an Early Termination Date occurred on the date of application or distribution hereunder);

(b) SECOND: in retention of an amount equal to any amount not then due and payable under any Finance Document or any Master Agreement but which the Agent, by notice to the Borrower, the other Security Parties and the other Creditor Parties, states in its opinion will or may become due and payable in the future and, upon those amounts becoming due and payable, in or towards satisfaction of them in accordance with the provisions of Clause 18.1(a); and

(c) THIRD: any surplus shall be paid to the Borrower or to any other person appearing to be entitled to it.

Notwithstanding the foregoing, no amount received from any Guarantor in respect of its Guaranteed Obligations shall be applied to any Excluded Swap Obligations.

18.2 Variation of order of application. The Agent may, with the authorization of the Majority Lenders and the Swap Counterparties, by notice to the Borrower, the other Security Parties and the other Creditor Parties provide for a different manner of application from that set out in Clause 18.1 either as regards a specified sum or sums or as regards sums in a specified category or categories (save that any variation which results in any of the sums referred to in Clauses 18.1(a)(iv) and 18.1(a)(v) ranking prior to any of the sums referred to in Clauses 18.1(a)(i), 18.1(a)(ii) and 18.1(a)(iii) shall require instead the authorization of all Lenders).

18.3 **Notice of variation of order of application.** The Agent may give notices under Clause 18.2 from time to time; and such a notice may be stated to apply not only to sums which may be received or recovered in the future, but also to any sum which has been received or recovered on or after the third Business Day before the date on which the notice is served.

18.4 **Appropriation rights overridden.** This Clause 18 and any notice which the Agent gives under Clause 18.2 shall override any right of appropriation possessed, and any appropriation made, by the Borrower or any other Security Party.

18.5 **Payments in excess of Contribution.**

(a) If any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, counterclaim or otherwise) in excess of its Contribution, such Lender shall forthwith purchase from the other Lenders such participation in their respective Contributions as shall be necessary to share the excess payment ratably with each of them, **provided that** if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (a) the amount of such Lender's required repayment to (b) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered.

(b) The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Clause 18.5 may, to the fullest extent permitted by law, exercise all of its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

(c) Notwithstanding paragraphs (a) and (b) of this Clause 18.5, any Lender which shall have commenced or joined (as a plaintiff) in an action or proceeding in any court to recover sums due to it under any Finance Document and pursuant to a judgment obtained therein or a settlement or compromise of that action or proceeding shall have received any amount, such Lender shall not be required to share any proportion of that amount with a Lender which has the legal right to, but does not, join such action or proceeding or commence and diligently prosecute a separate action or proceeding to enforce its rights in the same or another court.

(d) Each Lender exercising or contemplating exercising any rights giving rise to a receipt or receiving any payment of the type referred to in this Clause 18.5 or instituting legal proceedings to recover sums owing to it under this Agreement shall, as soon as reasonably practicable thereafter, give notice thereof to the Agent who shall give notice to the other Lenders.

19 APPLICATION OF EARNINGS; SWAP PAYMENTS

19.1 **General.** From the First Drawdown Date until the Total Commitments have terminated and all amounts payable hereunder have been paid in full, the Borrower and each of the Guarantors, as the case may be, undertakes with each Creditor Party to comply or cause compliance with the following provisions of this Clause 19 except as the Agent, with the consent of the Majority Lenders, may approve from time to time in writing, such approval not to be unreasonably withheld or delayed.

19.2 Payment of Earnings.

(a) Each of the Guarantors, as the case may be, undertakes with each Creditor Party to ensure that, subject only to the provisions of the relevant Charter Assignment or Earnings Assignment, all Earnings of the Ship owned by it are paid to that Ship's Earnings Account.

(b) The Borrower undertakes with each Creditor Party to ensure that, subject to the provisions of the relevant Charter Assignment or Earnings Assignment, it shall cause each of the Guarantors to pay all Earnings of each Ship to the Borrower Earnings Account.

19.3 Funding of Liquidity Account. On or before the First Drawdown Date, the Borrower shall deposit an amount not less than 100% of the Minimum Liquidity in the Liquidity Account.

19.4 Location of accounts. The Borrower and each of the Guarantors, as the case may be, shall promptly:

(a) comply with any requirement of the Agent as to the location or re-location of the Borrower Earnings Account, any Earnings Account and the Liquidity Account (or any of them), and without limiting the foregoing, the Borrower and each of the Guarantors agree to segregate the Borrower Earnings Account, any Earnings Account and the Liquidity Account (or any of them) from the banking platform on which their other accounts are located or designated; and

(b) execute any documents which the Agent specifies to create or maintain in favor of the Security Trustee a Security Interest over (and/or rights of set-off, consolidation or other rights in relation to) the Borrower Earnings Account, any Earnings Account and the Liquidity Account.

19.5 Debits for expenses etc. The Agent shall be entitled (but not obliged) from time to time to debit the Borrower Earnings Account or any Earnings Account without prior notice in order to discharge any amount due and payable under Clause 21 or 22 to a Creditor Party or payment of which any Creditor Party has become entitled to demand under Clause 21 or 22.

19.6 Borrower's obligations unaffected. The provisions of this Clause 19 do not affect:

(a) the liability of the Borrower to make payments of principal and interest on the due dates; or

(b) any other liability or obligation of the Borrower or any other Security Party under any Finance Document.

20 EVENTS OF DEFAULT

20.1 Events of Default. An Event of Default occurs if:

(a) the Borrower or any other Security Party fails to pay when due any sum payable under a Finance Document or under any document relating to a Finance Document or, only in the case of sums payable on demand, within five (5) Business Days after the date when first demanded, **provided that** if such failure to pay a sum when due is solely the result of an administrative or technical error, it shall not constitute an Event of Default unless such failure continues unremedied for more than three (3) Business Days from the occurrence thereof; or

(b) any breach occurs of any of Clauses 8.9, 9.2, 11.1(g), 11.1(s), 11.1(t), 11.2(b), 11.2(e), 11.2(p), 12, 13 or 15.3; or

(c) any breach by the Borrower or any other Security Party occurs of any provision of a Finance Document (other than a breach covered by paragraphs (a), (b), (d), (e) or (n) of this Clause 20.1) which, in the opinion of the Majority Lenders, is capable of remedy, and such default continues unremedied 10 Business Days after written notice from the Agent requesting action to remedy the same; or

(d) subject to any applicable grace period specified in a Finance Document, any breach by the Borrower or any other Security Party occurs of any provision of a Finance Document (other than a breach falling within paragraphs (a), (b), (c) or (e) of this Clause 20.1); or

(e) any representation, warranty or statement made or repeated by, or by an officer or director of, the Borrower or any other Security Party in a Finance Document or in a Drawdown Notice or any other notice or document relating to a Finance Document is untrue or misleading in any material respect when it is made or repeated; or

(f) an event of default, or an event or circumstance which, with the giving of any notice, the lapse of time or both would constitute an event of default, has occurred on the part of a Security Party under any contract or agreement (including but not limited to swap liabilities) (other than the Finance Documents) to which such Security Party is a party and the value of which is or exceeds $1,500,000, and such event of default has not been cured within any applicable grace period;

(g) any Financial Indebtedness of a Security Party in excess of $1,500,000 is not paid when due (or if there is a grace period, within such grace period) or, only in the case of sums payable on demand, when first demanded; or

(h) any Security Party shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or repudiates or rescinds any material contract or agreement; or

(i) other than the Bankruptcy Proceeding, any proceeding shall be instituted by or against any Security Party seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, and solely in the case of an involuntary proceeding:

(i) such proceeding shall remain undismissed or unstayed for a period of 60 days; or

(ii) any of the actions sought in such involuntary proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or

(j) all or a material part of the undertakings, assets, rights or revenues of, or shares or other ownership interest in, any Security Party are seized, nationalized, expropriated or compulsorily acquired by or under authority of any government; or

(k) a creditor attaches or takes possession of, or a distress, execution, sequestration or process (each an **"action"**) is levied or enforced upon or sued out against, a material part of the undertakings, assets, rights or revenues (the **"assets"**), including but not limited to a Ship, of any Security Party in relation to a claim by such creditor which, in the reasonable opinion of the Majority Lenders, is likely to materially and adversely affect the ability of such Security Party to perform all or any of its obligations under or otherwise to comply with the terms of any Finance Document to which it is a party and such Security Party does not procure that such action is lifted, released or expunged within 14 Business Days of such action being (i) instituted and (ii) notified to such Security Party; or

(l) other than the Reorganization Plan Confirmation Order, any final judgment or order rendered by any court of competent jurisdiction for the payment of money in excess of $2,000,000 (exclusive of any amounts fully covered by insurance (less any applicable deductible) and as to which the insurer has acknowledged its responsibility to cover such judgment or order) shall be rendered against a Security Party and such judgment shall not have been vacated or discharged or stayed or bonded pending appeal within 45 days after the entry thereof or enforcement proceedings shall have been commenced by any creditor upon such judgment or order; or

(m) any Security Party ceases or suspends or threatens to cease or suspend the carrying on of its business, or a part of its business which, in the opinion of the Majority Lenders, is material in the context of this Agreement, except in the case of a sale or a proposed sale of the Ship by the Borrower; or

(n) the auditor's opinion delivered in connection with the audited financial statements of the Borrower contain a going concern qualification; or

(o) it becomes unlawful in any Pertinent Jurisdiction or impossible:

(i) for any Security Party to discharge any liability under a Finance Document or to comply with any other obligation which the Majority Lenders reasonably consider material under a Finance Document;

(ii) for the Agent, the Security Trustee, the Lenders or the Swap Banks to exercise or enforce any right under, or to enforce any Security Interest created by, a Finance Document; or

(p) any consent necessary to enable a Guarantor to own, operate or charter the Ship owned by it or to enable the Borrower or any other Security Party to comply with any provision which the Majority Lenders consider material of a Finance Document or a Charter is not granted, expires without being renewed, is revoked or becomes liable to revocation or any condition of such a consent is not fulfilled; or

(q) any provision of a Finance Document which the Majority Lenders consider material proves to have been or becomes invalid or unenforceable, or a Security Interest created by a Finance Document proves to have been or becomes invalid or unenforceable or such a Security Interest proves to have ranked after, or loses its priority to, another Security Interest or any other third party claim or interest; or

(r) the security constituted by a Finance Document becomes unenforceable; or

(s) an Event of Default (as defined in section 14 of a Master Agreement) occurs; or

(t) there occurs or develops a Material Adverse Effect; or

(u) the results of any survey or inspection of a Ship pursuant to Clause 14.7 or 14.8 are deemed unsatisfactory by the Majority Lenders in their sole, reasonable discretion after giving due consideration to the type and age of that Ship and whether such results adversely affect that Ship's Fair Market Value or safe operation, unless such survey or inspection is revised to the satisfaction of the Majority Lenders within 60 days of the date that a copy of the original inspection is delivered by the Borrower to the Agent; or

(v) the amount required to be held in the Liquidity Account as the Minimum Liquidity required pursuant to Clause 19.3 falls below the amount required under Clause 19.3 during the Security Period; or

(w) the registration of a Ship under the Approved Flag is terminated or not renewed prior to its expiration date; or

(x) the political instability in a Ship's flag state or in a jurisdiction relevant to a Secured Party which, in the reasonable opinion of the Majority Lenders, has a Material Adverse Effect and the relevant Secured Party shall not transfer registration of such Ship to a flag state which is reasonably acceptable to the Majority Lenders within 60 days.

20.2 Actions following an Event of Default. On, or at any time after, the occurrence of an Event of Default:

(a) the Agent may, and if so instructed by the Majority Lenders, the Agent shall:

(i) serve on the Borrower a notice stating that the Commitments and all other obligations of each Lender to the Borrower under this Agreement are cancelled; and/or

(ii) serve on the Borrower a notice stating that the Loan, together with accrued interest and all other amounts accrued or owing under this Agreement, are immediately due and payable or are due and payable on demand, **provided that** in the case of an Event of Default under either of Clauses 20.1(h) or (i), the Loan and all accrued interest and other amounts accrued or owing hereunder shall be deemed immediately due and payable without notice or demand therefor; and/or

(iii) take any other action which, as a result of the Event of Default or any notice served under paragraph (i) or (ii), the Agent and/or the Lenders are entitled to take under any Finance Document or any applicable law; and/or

(b) the Security Trustee may, and if so instructed by the Agent, acting with the authorization of the Majority Lenders, the Security Trustee shall, take any action which, as a result of the Event of Default or any notice served under paragraph (a) (i) or (ii), the Security Trustee, the Agent and/or the Lenders and/or the Swap Counterparties are entitled to take under any Finance Document or any applicable law to enforce the Security Interests created by this Agreement and any other Finance Document in any manner available to it and in such sequence as the Security Trustee may, in its absolute discretion, determine.

20.3 **Termination of Commitments.** On the service of a notice under Clause 20.2(a)(i), the Commitments and all other obligations of each Lender to the Borrower under this Agreement shall be cancelled.

20.4 **Acceleration of Loan.** On the service of a notice under Clause 20.2(a)(ii), all or, as the case may be, the part of the Loan specified in the notice, together with accrued interest and all other amounts accrued or owing from the Borrower or any other Security Party under this Agreement and every other Finance Document shall become immediately due and payable or, as the case may be, payable on demand.

20.5 **Multiple notices; action without notice.** The Agent may serve notices under Clauses 20.2(a)(i) and (ii) simultaneously or on different dates and it and/or the Security Trustee may take any action referred to in Clause 20.2 if no such notice is served or simultaneously with or at any time after the service of both or either of such notices.

20.6 **Notification of Creditor Parties and Security Parties.** The Agent shall send to each Lender, each Swap Counterparty, the Security Trustee and each Security Party a copy of the text of any notice which the Agent serves on the Borrower under Clause 20.2. Such notice shall become effective when it is served on the Borrower, and no failure or delay by the Agent to send a copy or the text of the notice to any other person shall invalidate the notice or provide the Borrower or any Security Party with any form of claim or defense.

20.7 **Creditor Party rights unimpaired.** Nothing in this Clause shall be taken to impair or restrict the exercise of any right given to individual Lenders or Swap Counterparties under a Finance Document, a Master Agreement or the general law; and, in particular, this Clause is without prejudice to Clause 3.1.

20.8 **Exclusion of Creditor Party liability.** No Creditor Party, and no receiver or manager appointed by the Security Trustee, shall have any liability to any Security Party:

(a) for any loss caused by an exercise of rights under, or enforcement of a Security Interest created by, a Finance Document or by any failure or delay to exercise such a right or to enforce such a Security Interest; or

(b) as mortgagee in possession or otherwise, for any income or principal amount which might have been produced by or realized from any asset comprised in such a Security Interest or for any reduction (however caused) in the value of such an asset,

provided that nothing in this Clause 20.8 shall exempt a Creditor Party or a receiver or manager from liability for losses shown to have been directly and mainly caused by the gross negligence or the willful misconduct of such Creditor Party's own officers and employees or (as the case may be) such receiver's or manager's own partners or employees.

20.9 **Position of Swap Counterparties.** Neither the Agent nor the Security Trustee shall be obliged, in connection with any action taken or proposed to be taken under or pursuant to the foregoing provisions of this Clause 20, to have any regard to the requirements of a Swap Counterparty except to the extent that such Swap Counterparty is also a Lender.

21 FEES AND EXPENSES

21.1 **Fees.** The Borrower shall pay to the Agent:

(a) quarterly in arrears during the period from (and including) the Effective Date to the date 30 Business Days prior to the Maturity Date (and payable on the last day of each fiscal quarter and on the Maturity Date), for the account of the Revolving Lenders, a commitment fee at the rate per annum of 40 percent of the Margin on the undrawn and un-cancelled portion of the Revolving Credit Facility Commitments, for distribution among the Revolving Lenders pro rata to their Commitments, **provided that** if any portion of the Revolving Credit Facility Commitments is cancelled by the Borrower, a commitment fee on such cancelled portion shall be paid on the date the cancellation is effective; and

(b) all other fees in the amounts and on the dates set out in the Fee Letters.

21.2 **Costs of negotiation, preparation etc.** The Borrower shall pay to the Agent on its demand the amount of all expenses incurred by the Agent or the Security Trustee in connection with the negotiation, preparation, execution or registration of any Finance Document or any related document or with any transaction contemplated by a Finance Document or a related document, including, without limitation, the reasonable fees and disbursements of a Creditor Party's legal counsel and any local counsel retained by them.

21.3 **Costs of variations, amendments, enforcement etc.** The Borrower shall pay to the Agent, on the Agent's demand, for the account of the Creditor Party concerned, the amount of all expenses incurred by a Creditor Party in connection with:

(a) any amendment or supplement to a Finance Document, or any proposal for such an amendment to be made;

(b) any consent or waiver by the Lenders, the Swap Banks, the Majority Lenders or the Creditor Party concerned under or in connection with a Finance Document, or any request for such a consent or waiver;

(c) the valuation of any Collateral provided or offered under Clause 15 or any other matter relating to such Collateral; or

(d) any step taken by the Security Trustee, a Lender or a Swap Bank with a view to the protection, exercise or enforcement of any right or Security Interest created by a Finance Document or for any similar purpose.

There shall be recoverable under paragraph (d) the full amount of all legal expenses, whether or not such as would be allowed under rules of court or any taxation or other procedure carried out under such rules.

21.4 **Intentionally omitted**.

21.5 **Documentary taxes.** The Borrower shall promptly pay any tax payable on or by reference to any Finance Document, and shall, on the Agent's demand, fully indemnify each Creditor Party against any claims, expenses, liabilities and losses resulting from any failure or delay by the Borrower to pay such a tax.

21.6 **Certification of amounts.** A notice which is signed by an officer of a Creditor Party, which states that a specified amount, or aggregate amount, is due to that Creditor Party under this Clause 21 and which indicates (without necessarily specifying a detailed breakdown) the matters in respect of which the amount, or aggregate amount, is due shall be prima facie evidence that the amount, or aggregate amount, is due.

22 INDEMNITIES

22.1 **Indemnities regarding borrowing and repayment of Loan.** The Borrower shall fully indemnify the Agent and each Lender on the Agent's demand and the Security Trustee on its demand in respect of all claims, expenses, liabilities and losses which are made or brought against or incurred by that Creditor Party, or which that Creditor Party reasonably and with due diligence estimates that it will incur, as a result of or in connection with:

(a) an Advance not being borrowed on the date specified in the Drawdown Notice for any reason other than a default by the Lender claiming the indemnity;

(b) the receipt or recovery of all or any part of the Loan or an overdue sum otherwise than on the last day of an Interest Period or other relevant period;

(c) any failure (for whatever reason) by the Borrower or any other Security Party to make payment of any amount due under a Finance Document on the due date or, if so payable, on demand (after giving credit for any default interest paid by the Borrower on the amount concerned under Clause 7); or

(d) the occurrence of an Event of Default or a Potential Event of Default and/or the acceleration of repayment of the Loan under Clause 20.

It is understood that the indemnities provided in this Clause 22.1 shall not apply to any claim cost or expense which is a tax levied by a taxing authority on the indemnified party (which taxes are subject to indemnity solely as provided in Clause 23 below) but shall apply to any other costs associated with any tax which is not a Non-indemnified Tax.

22.2 **Breakage costs.** Without limiting its generality, Clause 22.1 covers any claim, expense, liability or loss, including a loss of a prospective profit, incurred by a Lender:

(a) in liquidating or employing deposits from third parties acquired or arranged to fund or maintain all or any part of its Contribution and/or any overdue amount (or an aggregate amount which includes its Contribution or any overdue amount); and

(b) in terminating, or otherwise in connection with, any interest and/or currency swap or any other transaction entered into (whether with another legal entity or with another office or department of the Lender concerned) to hedge any exposure arising under this Agreement or that part which the Lender concerned determines is fairly attributable to this Agreement of the amount of the liabilities, expenses or losses (including losses of prospective profits) incurred by it in terminating, or otherwise in connection with, a number of transactions of which this Agreement is one.

22.3 **Miscellaneous indemnities.** The Borrower shall fully indemnify each Creditor Party severally on their respective demands in respect of all claims, expenses, liabilities and losses which may be made or brought against or incurred by a Creditor Party, in any country, as a result of or in connection with:

(a) any action taken, or omitted or neglected to be taken, under or in connection with any Finance Document by the Agent, the Security Trustee or any other Creditor Party or by any receiver appointed under a Finance Document; or

(b) any other Pertinent Matter,

other than claims, expenses, liabilities and losses which are shown to have been directly and mainly caused by the dishonesty or willful misconduct or gross negligence of the officers or employees of the Creditor Party concerned.

Without prejudice to its generality, this Clause 22.3 covers any claims, expenses, liabilities and losses which arise, or are asserted, under or in connection with any law relating to safety at sea, the ISM Code, the ISPS Code or any Environmental Law.

22.4 **Currency indemnity.** If any sum due from the Borrower or any other Security Party to a Creditor Party under a Finance Document or under any order or judgment relating to a Finance Document has to be converted from the currency in which the Finance Document provided for the sum to be paid (the "**Contractual Currency**") into another currency (the "**Payment Currency**") for the purpose of:

(a) making or lodging any claim or proof against the Borrower or any other Security Party, whether in its liquidation, any arrangement involving it or otherwise; or

(b) obtaining an order or judgment from any court or other tribunal; or

(c) enforcing any such order or judgment,

the Borrower shall indemnify the Creditor Party concerned against the loss arising when the amount of the payment actually received by that Creditor Party is converted at the available rate of exchange into the Contractual Currency.

In this Clause 22.4, the "**available rate of exchange**" means the rate at which the Creditor Party concerned is able at the opening of business (London time) on the Business Day after it receives the sum concerned to purchase the Contractual Currency with the Payment Currency.

This Clause 22.4 creates a separate liability of the Borrower which is distinct from its other liabilities under the Finance Documents and which shall not be merged in any judgment or order relating to those other liabilities.

22.5 **Application to Master Agreements.** For the avoidance of doubt, Clause 22.4 does not apply in respect of sums due from the Borrower to a Swap Counterparty under or in connection with a Master Agreement as to which sums the provisions of section 8 (Contractual Currency) of that Master Agreement shall apply.

22.6 **Certification of amounts.** A notice which is signed by an officer of a Creditor Party, which states that a specified amount, or aggregate amount, is due to that Creditor Party under this Clause 22 and which indicates (without necessarily specifying a detailed breakdown) the matters in respect of which the amount, or aggregate amount, is due shall be prima facie evidence that the amount, or aggregate amount, is due.

22.7 **Sums deemed due to a Lender.** For the purposes of this Clause 22, a sum payable by the Borrower to the Agent or the Security Trustee for distribution to a Lender shall be treated as a sum due to that Lender.

23 NO SET-OFF OR TAX DEDUCTION; TAX INDEMNITY; FATCA

23.1 **No deductions.** All amounts due from a Security Party under a Finance Document shall be paid:

(a) without any form of set-off, cross-claim or condition; and

(b) free and clear of any tax deduction except a tax deduction which such Security Party is required by law to make.

23.2 **Grossing-up for taxes.** If a Security Party is required by law to make a tax deduction from any payment:

(a) such Security Party shall notify the Agent as soon as it becomes aware of the requirement;

(b) such Security Party shall pay the tax deducted to the appropriate taxation authority promptly, and in any event before any fine or penalty arises; and

(c) except if the deduction is for collection or payment of a Non-indemnified Tax of a Creditor Party, the amount due in respect of the payment shall be increased by the amount necessary to ensure that each Creditor Party receives and retains (free from any liability relating to the tax deduction) a net amount which, after the tax deduction, is equal to the full amount which it would otherwise have received.

23.3 **Evidence of payment of taxes.** Within one (1) month after making any tax deduction, the relevant Security Party shall deliver to the Agent documentary evidence satisfactory to the Agent that the tax had been paid to the appropriate taxation authority.

23.4 **Refunds.** If a Creditor Party determines, in its sole discretion exercised in good faith, that it is entitled to claim a refund from a taxation authority of any Taxes for which it has been indemnified by a Security Party, or with respect to which a Security Party has paid increased amounts, pursuant to this Section 23, it shall promptly notify the Security Party of the availability of such refund claim and shall make the appropriate claim to such taxing authority for such refund. If a Creditor Party receives a refund (including pursuant to a claim for refund made pursuant to the preceding sentence) in respect of any Tax as to which it has been indemnified by a Security Party, or with respect to which the Security Party has paid increased amounts, pursuant to this Section 23, it shall within 30 days from the date of such receipt pay over such refund to the relevant Security Party net of all out-of-pocket third-party expenses of such Creditor Party.

23.5 **Indemnity for taxes.** The Borrower and each of the Guarantors hereby indemnifies and agrees to hold each Creditor Party harmless from and against all taxes other than Non-indemnified Taxes levied on such Creditor Party (including, without limitation, taxes imposed on any amounts payable under this Clause 23.5) paid or payable by such person, whether or not such taxes or other taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which such Creditor Party makes written demand therefore specifying in reasonable detail the nature and amount of such taxes or other taxes.

23.6 **Exclusion from indemnity and gross-up for taxes.** The Borrower and the Guarantors shall not be required to indemnify any Creditor Party for a tax pursuant to Clause 23.5, or to pay any additional amounts to any Creditor Party pursuant to Clause 23.2, to the extent that the tax is collected by withholding on payments (a "**Withholding**") and is levied by a Pertinent Jurisdiction of the payer and:

(a) the person claiming such indemnity or additional amounts was not an original party to this Agreement and under applicable law (after taking into account relevant treaties and assuming that such person has provided all forms it may legally and truthfully provided) on the date such person became a party to this Agreement a Withholding would have been required on such payment, **provided that** this exclusion shall not apply to the extent such Withholding does not exceed the Withholding that would have been applicable if such payment had been made to the person from whom such person acquired its rights under the Agreement and this exclusion shall not apply to the extent that such Withholding exceeds the amount of Withholding that would have been required under the law in effect on the date such person became a party to this Agreement; or

(b) the person claiming such indemnity or additional amounts is a Lender who has changed its Lending Office and under applicable law (after taking into account relevant treaties and assuming that such Lender has provided all forms it may legally and truthfully provide) on the date such Lender changed its Lending Office Withholding would have been required on such payment, **provided that** this exclusion shall not apply to the extent such Withholding does not exceed the Withholding that would have been applicable to such payment if such Lender had not changed its Lending Office and this exclusion shall not apply to the extent that the Withholding exceeds the amount of Withholding that would have been required under the law in effect immediately after such Lender changed its Lending Office; or

(c) in the case of a Lender, to the extent that Withholding would not have been required on such payment if such Lender has complied with its obligations to deliver certain tax form pursuant to Section 23.7 below.

23.7 **Delivery of tax forms.**

(a) In the event that Withholding taxes may be imposed under the laws of any Pertinent Jurisdiction in respect of payments on the Loan or other amounts due under this Agreement and if certain documentation provided by a Lender could reduce or eliminate such Withholding taxes under the laws of such Pertinent Jurisdiction or any treaty to which the Pertinent Jurisdiction is a party, then, upon written request by the Borrower, a Lender that is entitled to an exemption from, or reduction in the amount of, such Withholding tax shall deliver to the Borrower (with a copy to the Agent), at the time or times prescribed by applicable law or promptly after receipt of Borrower's request, whichever is later, such properly completed and executed documentation requested by the Borrower, if any, as will permit such payments to be made without withholding or at a reduced rate of withholding; provided that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender's reasonable judgment such completion, execution or delivery would not materially prejudice the legal or commercial position of such Lender.

(b) Each Lender shall deliver such forms as required in this Clause 23.7 within 20 days after receipt of a written request therefor from the Agent or Borrower.

(c) Notwithstanding any other provision of this Clause 23.7, a Lender shall not be required to deliver any form pursuant to this Clause 23.7 that such Lender is not legally entitled to deliver.

23.8 Application to Master Agreements. For the avoidance of doubt, Clause 23 does not apply in respect of sums due from the Borrower to a Swap Counterparty under or in connection with a Master Agreement as to which sums the provisions of Section 2(d) (*Deduction or Withholding for Tax*) of that Master Agreement shall apply.

23.9 FATCA information.

(a) Subject to paragraph (c) below, each FATCA Relevant Party confirms to each other FATCA Relevant Party that it is a FATCA Exempt Party on the date hereof (or in the case of a Transferee Lender, on the date of its applicable Transfer Certificate), and thereafter within ten (10) Business Days of a reasonable request by another FATCA Relevant Party shall:

(i) confirm to that other party whether it is a FATCA Exempt Party or is not a FATCA Exempt Party; and

(ii) supply to the requesting party (with a copy to all other FATCA Relevant Parties) such other form or forms (including IRS Form W-8 or Form W-9 or any successor or substitute form, as applicable) and any other documentation and other information relating to its status under FATCA (including its applicable "passthru percentage" or other information required under FATCA or other official guidance including intergovernmental agreements) as the requesting party reasonably requests for the purpose of determining whether any payment to such party may be subject to any FACTA Deduction.

(b) If a FATCA Relevant Party confirms to any other FATCA Relevant Party that it is a FATCA Exempt Party or provides an IRS Form W-8 or W-9 to showing that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that party shall so notify all other FATCA Relevant Parties reasonably promptly.

(c) Nothing in this Clause 23.9 shall obligate any FATCA Relevant Party to do anything which would or, in its reasonable opinion, might constitute a breach of any law or regulation, any policy of that party, any fiduciary duty or any duty of confidentiality, or to disclose any confidential information (including, without limitation, its tax returns and calculations); **provided that** nothing in this paragraph shall excuse any FATCA Relevant Party from providing a true complete and correct IRS Form W-8 or W-9 (or any successor or substitute form where applicable). Any information provided on such IRS Form W-8 or W-9 (or any successor or substitute forms) shall not be treated as confidential information of such party for purposes of this paragraph.

(d) If a FATCA Relevant Party fails to confirm its status or to supply forms, documentation or other information requested in accordance the provisions of this Agreement or the provided information is insufficient under FATCA, then:

(i) such party shall be treated as if it were a FATCA Non-Exempt Party; and

(ii) if that party failed to confirm its applicable passthru percentage then such party shall be treated for the purposes of the Finance Documents (and payments made thereunder) as if its applicable passthru percentage is 100%,

until (in each case) such time as the party in question provides sufficient confirmation, forms, documentation or other information to establish the relevant facts.

23.10 FATCA withholding.

(a) A FATCA Relevant Party making a payment to any FACTA Non-Exempt Party shall make such FATCA Deduction as it determines is required by law and shall render payment to the IRS within the time allowed and in the amount required by FATCA.

(b) If a FATCA Deduction is required to be made by any FATCA Relevant Party to a FACTA Non-Exempt Party, the amount of the payment due from such FATCA Relevant Party shall be reduced by the amount of the FATCA Deduction reasonably determined to be required by such FATCA Relevant Party.

(c) Each FATCA Relevant Party shall promptly upon becoming aware that a FATCA Deduction is required with respect to any payment owed to it (or that there is any change in the rate or basis of a FATCA Deduction) notify each other FATCA Relevant Party accordingly.

(d) Within thirty days of making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the party making such FATCA Deduction shall deliver to the Agent for delivery to the party on account of whom the FATCA Deduction was made evidence reasonably satisfactory to that party that the FATCA Deduction has been made or (as applicable) any appropriate payment paid to the IRS.

(e) A FATCA Relevant Party who becomes aware that it must make a FATCA Deduction in respect of a payment to another FATCA Relevant Party (or that there is any change in the rate or basis of such FATCA Deduction) shall notify that party and the Agent.

(f) The Agent shall promptly upon becoming aware that it must make a FATCA Deduction in respect of a payment to a Lender which relates to a payment by the Borrower (or that there is any change in the rate or the basis of such a FATCA Deduction) notify the Borrower and the relevant Lender.

(g) If a FATCA Deduction is made as a result of any Creditor Party failing to be a FATCA Exempt Party, such party shall indemnify each other Creditor Party against any loss, cost or expense to it resulting from such FATCA Deduction.

23.11 FATCA mitigation. Notwithstanding any other provision of this Agreement, if a FATCA Deduction is or will be required to be made by any party under Clause 23.10 in respect of a payment to any FATCA Non-Exempt Lender, the FATCA Non-Exempt Lender may either:

(i) transfer its entire interest in the Loan to a U.S. branch or Affiliate, or

(ii) nominate one or more transferee lenders who upon becoming a Lender would be a FATCA Exempt Party, by notice in writing to the Agent and the Borrower specifying the terms of the proposed transfer, and cause such transferee lender(s) to purchase all of the FATCA Non-Exempt Lender’s interest in the Loan.

24 ILLEGALITY, ETC

24.1 **Illegality.** If it becomes unlawful in any applicable jurisdiction for a Lender (the "**Notifying Lender**") to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Advance:

(a) the Notifying Lender shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Borrower and the other Creditor Parties, the Commitment of the Notifying Lender will be immediately cancelled; and

(c) the Borrower shall repay the Notifying Lender's participation in each Advance on the last day of the Interest Period for each Advance occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Notifying Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law).

24.2 **Mitigation**. If circumstances arise which would result in a notification under Clause 24.1 then, without in any way limiting the obligations of the Borrower under Clause 24.1, the Notifying Lender shall use reasonable commercial efforts to transfer its obligations, liabilities and rights under this Agreement and the Finance Documents to another office or financial institution not affected by the circumstances but the Notifying Lender shall not be under any obligation to take any such action if, in its opinion, to do would or might:

(a) have an material adverse effect on its business, operations or financial condition; or

(b) involve it in any activity which is unlawful or prohibited or any activity that is contrary to, or inconsistent with, any regulation; or

(c) involve it in any expense (unless indemnified to its satisfaction) or tax disadvantage.

25 INCREASED COSTS

25.1 **Increased costs.** This Clause 25 applies if a Lender (the "**Notifying Lender**") notifies the Agent that the Notifying Lender considers that as a result of:

(a) the introduction or alteration after the date of this Agreement of a law or an alteration after the date of this Agreement in the manner in which a law is interpreted or applied (disregarding any effect which relates to the application to payments under this Agreement of a Non-indemnified Tax); or

(b) complying with any regulation (including any which relates to capital adequacy or liquidity controls or which affects the manner in which the Notifying Lender allocates capital resources to its obligations under this Agreement) which is introduced, or altered, or the interpretation or application of which is altered, after the date of this Agreement,

the Notifying Lender (or a parent company of it) has incurred or will incur an "**increased cost**".

Notwithstanding anything herein to the contrary, the Dodd-Frank Wall Street Reform and Consumer Protection Act, and all requests, rules, guidelines and directives promulgated thereunder, are deemed to have been introduced or adopted after the date hereof, regardless of the date enacted or adopted.

25.2 **Meaning of "increased costs".** In this Clause 25, "**increased costs**" means, in relation to a Notifying Lender:

(a) an additional or increased cost incurred as a result of, or in connection with, the Notifying Lender having entered into, or being a party to, this Agreement or having taken an assignment of rights under this Agreement, of funding or maintaining its Commitment or Contribution or performing its obligations under this Agreement, or of having outstanding all or any part of its Contribution or other unpaid sums;

(b) a reduction in the amount of any payment to the Notifying Lender under this Agreement or in the effective return which such a payment represents to the Notifying Lender or on its capital;

(c) an additional or increased cost of funding all or maintaining all or any of the advances comprised in a class of advances formed by or including the Notifying Lender's Contribution or (as the case may require) the proportion of that cost attributable to the Contribution; or

(d) a liability to make a payment, or a return foregone, which is calculated by reference to any amounts received or receivable by the Notifying Lender under this Agreement;

but not an item attributable to a change in the rate of tax on the overall net income of the Notifying Lender (or a parent company of it) or an item covered by the indemnity for tax in Clause 23 or an item arising directly out of the implementation or application of or compliance with Basel III or any other law or regulation which implements Basel III (whether such implementation, application or compliance is by a government, regulator, Creditor Party or any of its affiliates).

For the purposes of this Clause 25.2 the Notifying Lender may in good faith allocate or spread costs and/or losses among its assets and liabilities (or any class of its assets and liabilities) on such basis as it considers appropriate.

25.3 **Notification to Borrower of claim for increased costs.** The Agent shall promptly notify the Borrower and the other Security Parties of the notice which the Agent received from the Notifying Lender under Clause 25.1.

25.4 **Payment of increased costs.** The Borrower shall pay to the Agent, on the Agent's demand, for the account of the Notifying Lender the amounts which the Agent from time to time notifies the Borrower that the Notifying Lender has specified to be necessary to compensate the Notifying Lender for the increased cost.

25.5 **Notice of prepayment.** If the Borrower is not willing to continue to compensate the Notifying Lender for the increased cost under Clause 25.4, the Borrower may give the Agent not less than 14 days' notice of its intention to prepay the Notifying Lender's Contribution at the end of an Interest Period.

25.6 **Prepayment; termination of Commitment.** A notice under Clause 25.5 shall be irrevocable; the Agent shall promptly notify the Notifying Lender of the Borrower's notice of intended prepayment; and:

(a) on the date on which the Agent serves that notice, the Commitment of the Notifying Lender shall be cancelled; and

(b) on the date specified in its notice of intended prepayment, the Borrower shall prepay (without premium or penalty but subject to any applicable prepayment fee under Clause 8.8(c)) the Notifying Lender's Contribution, together with accrued interest thereon at the applicable rate plus the Margin.

25.7 Application of prepayment. Clause 8 shall apply in relation to any prepayment pursuant to Clause 25.6.

26 SET-OFF

26.1 Application of credit balances. Upon the occurrence and during the continuance of an Event of Default, each Creditor Party may without prior notice:

(a) apply any balance (whether or not then due) which at any time stands to the credit of any account in the name of the Borrower or any of the Guarantors at any office in any country of that Creditor Party in or towards satisfaction of any sum then due from the Borrower or any of the Guarantors to that Creditor Party under any of the Finance Documents; and

(b) for that purpose:

(i) break, or alter the maturity of, all or any part of a deposit of the Borrower or any Guarantor;

(ii) convert or translate all or any part of a deposit or other credit balance into Dollars; and

(iii) enter into any other transaction or make any entry with regard to the credit balance which the Creditor Party concerned considers appropriate.

26.2 Existing rights unaffected. No Creditor Party shall be obliged to exercise any of its rights under Clause 26.1; and those rights shall be without prejudice and in addition to any right of set-off, combination of accounts, charge, lien or other right or remedy to which a Creditor Party is entitled (whether under the general law or any document).

26.3 Sums deemed due to a Lender. For the purposes of this Clause 26, a sum payable by the Borrower or any of the Guarantors to the Agent or the Security Trustee for distribution to, or for the account of, a Lender shall be treated as a sum due to that Lender; and each Lender's proportion of a sum so payable for distribution to, or for the account of, the Lenders shall be treated as a sum due to such Lender.

26.4 No Security Interest. This Clause 26 gives the Creditor Parties a contractual right of set-off only, and does not create any Security Interest over any credit balance of the Borrower or any of the Guarantors.

27 TRANSFERS AND CHANGES IN LENDING OFFICES

27.1 Transfer by Borrower or Guarantors. Neither the Borrower nor any of the Guarantors may, without the consent of the Agent, given on the instructions of all the Lenders, transfer any of its rights, liabilities or obligations under any Finance Document.

27.2 Transfer by a Lender. Subject to Clause 27.4, a Lender (the "**Transferor Lender**") may at any time, without needing the consent of the Borrower or any other Security Party, cause:

(a) its rights in respect of all or part of its Contribution; or

(b) its obligations in respect of all or part of its Commitment; or

(c) a combination of (a) and (b),

to be (in the case of its rights) transferred to, or (in the case of its obligations) assumed by, another bank or financial institution or trust, fund or other entity (a "**Transferee Lender**") which is (i) regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets and (ii) not an Affiliate of the Borrower by delivering to the Agent a completed certificate in the form set out in Schedule 5 with any modifications approved or required by the Agent (a "**Transfer Certificate**") executed by the Transferor Lender and the Transferee Lender.

Notwithstanding the foregoing, any rights and obligations of the Transferor Lender in its capacity as Agent or Security Trustee shall be determined in accordance with Clause 31.

27.3 Transfer Certificate, delivery and notification. As soon as reasonably practicable after a Transfer Certificate is delivered to the Agent, it shall (unless it has reason to believe that the Transfer Certificate may be defective):

(a) sign the Transfer Certificate on behalf of itself, the Borrower, the other Security Parties, the Security Trustee, each of the other Lenders and each of the Swap Banks;

(b) on behalf of the Transferee Lender, send to the Borrower and each other Security Party letters or faxes notifying them of the Transfer Certificate and attaching a copy of it;

(c) send to the Transferee Lender copies of the letters or faxes sent under paragraph (b),

but the Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Transferor Lender and the Transferee Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations to the transfer to that Transferee Lender.

27.4 Effective Date of Transfer Certificate. A Transfer Certificate becomes effective on the date, if any, specified in the Transfer Certificate as its effective date, **provided that** it is signed by the Agent under Clause 27.3 on or before that date.

27.5 No transfer without Transfer Certificate. Except as provided in Clause 27.17, no assignment or transfer of any right or obligation of a Lender under any Finance Document is binding on, or effective in relation to, the Borrower, any other Security Party, the Agent or the Security Trustee unless it is effected, evidenced or perfected by a Transfer Certificate.

27.6 Lender re-organization; waiver of Transfer Certificate. If a Lender enters into any merger, de-merger or other reorganization as a result of which all its rights or obligations vest in a successor, the Agent may, if it sees fit, by notice to the successor and the Borrower and the Security Trustee waive the need for the execution and delivery of a Transfer Certificate and, upon service of the Agent's notice, the successor shall become a Lender with the same Commitment and Contribution as were held by the predecessor Lender.

27.7 **Effect of Transfer Certificate.** The effect of a Transfer Certificate is as follows:

(a) to the extent specified in the Transfer Certificate, all rights and interests (present, future or contingent) which the Transferor Lender has under or by virtue of the Finance Documents are assigned to the Transferee Lender absolutely, free of any defects in the Transferor Lender's title and of any rights or equities which the Borrower or any other Security Party had against the Transferor Lender;

(b) the Transferor Lender's Commitment is discharged to the extent specified in the Transfer Certificate;

(c) the Transferee Lender becomes a Lender with the Contribution previously held by the Transferor Lender and a Commitment of an amount specified in the Transfer Certificate;

(d) the Transferee Lender becomes bound by all the provisions of the Finance Documents which are applicable to the Lenders generally, including those about pro-rata sharing and the exclusion of liability on the part of, and the indemnification of, the Agent and the Security Trustee and, to the extent that the Transferee Lender becomes bound by those provisions (other than those relating to exclusion of liability), the Transferor Lender ceases to be bound by them;

(e) any part of the Loan which the Transferee Lender advances after the Transfer Certificate's effective date ranks in point of priority and security in the same way as it would have ranked had it been advanced by the transferor, assuming that any defects in the transferor's title and any rights or equities of the Borrower or any other Security Party against the Transferor Lender had not existed;

(f) the Transferee Lender becomes entitled to all the rights under the Finance Documents which are applicable to the Lenders generally, including but not limited to those relating to the Majority Lenders and those under Clause 5.7 and Clause 21, and to the extent that the Transferee Lender becomes entitled to such rights, the Transferor Lender ceases to be entitled to them; and

(g) in respect of any breach of a warranty, undertaking, condition or other provision of a Finance Document or any misrepresentation made in or in connection with a Finance Document, the Transferee Lender shall be entitled to recover damages by reference to the loss incurred by it as a result of the breach or misrepresentation, irrespective of whether the original Lender would have incurred a loss of that kind or amount.

The rights and equities of the Borrower or any other Security Party referred to above include, but are not limited to, any right of set off and any other kind of cross-claim.

27.8 **Maintenance of register of Lenders.** During the Security Period the Agent shall maintain a register in which it shall record the name, Commitment, Contribution and administrative details (including the lending office) from time to time of each Lender holding a Transfer Certificate and the effective date (in accordance with Clause 27.4) of the Transfer Certificate; and the Agent shall make the register available for inspection by any Lender, the Security Trustee and the Borrower during normal banking hours, subject to receiving at least three (3) Business Days' prior notice.

27.9 **Reliance on register of Lenders.** The entries on that register shall, in the absence of manifest error, be conclusive in determining the identities of the Lenders and the amounts of their Commitments and Contributions and the effective dates of Transfer Certificates and may be relied upon by the Agent and the other parties to the Finance Documents for all purposes relating to the Finance Documents.

27.10 **Authorization of Agent to sign Transfer Certificates.** The Borrower, the Guarantors, the Security Trustee, each Lender and each Swap Bank irrevocably authorizes the Agent to sign Transfer Certificates on its behalf.

27.11 **Registration fee.** In respect of any Transfer Certificate, the Agent shall be entitled to recover a registration fee of $5,000 from the Transferor Lender or (at the Agent's option) the Transferee Lender.

27.12 **Sub-participation; subrogation assignment.** A Lender may sub-participate all or any part of its rights and/or obligations under or in connection with the Finance Documents without the consent of, or any notice to, the Borrower, any other Security Party, the Agent or the Security Trustee; and the Lenders may assign, in any manner and terms agreed by the Majority Lenders, the Agent and the Security Trustee, all or any part of those rights to an insurer or surety who has become subrogated to them; **provided that** a Lender shall not sub-participate all or any part of its rights and/or obligations under or in connection with the Finance Documents directly to an Excluded Entity without the consent of the Borrower.

27.13 **Disclosure of information.** Each of the Borrower and the Guarantors irrevocably authorizes each Creditor Party to give, divulge and reveal from time to time information and details relating to their accounts, the Ships, the Finance Documents, the Loan or the Commitments to:

(a) any private, public or internationally recognized governmental or regulatory authorities that are entitled to and have requested to obtain such information;

(b) the Creditor Parties' respective head offices, branches and affiliates and professional advisors;

(c) any other parties to the Finance Documents;

(d) a rating agency or their professional advisors;

(e) any person with whom such Creditor Party proposes to enter (or considers entering) into contractual relations in relation to the Loan and/or its Commitment or Contribution; and

(f) any other person regarding the funding, re-financing, transfer, assignment, sale, sub-participation or operational arrangement or other transaction in relation to the Loan, its Contribution or its Commitment, including without limitation, for purposes in connection with a securitization or any enforcement, preservation, assignment, transfer, sale or sub-participation of any of such Creditor Parties' rights and obligations;

provided that such Creditor Party has taken commercially reasonable efforts to ensure that any person to whom such Creditor Party passes any information in accordance with the terms of this Clause 27.13 undertakes to maintain the confidentiality of such information so as to protect any material non-public information of the Security Parties.

27.14 **Change of lending office.** A Lender may change its lending office by giving notice to the Agent and the change shall become effective on the later of:

(a) the date on which the Agent receives the notice; and

(b) the date, if any, specified in the notice as the date on which the change will come into effect.

27.15 **Notification.** On receiving such a notice, the Agent shall notify the Borrower and the Security Trustee; and, until the Agent receives such a notice, it shall be entitled to assume that a Lender is acting through the lending office of which the Agent last had notice.

27.16 **Replacement of Reference Bank.** If any Reference Bank ceases to be a Lender or is unable on a continuing basis to supply quotations for the purposes of Clause 5 then, unless the Borrower, the Agent and the Majority Lenders otherwise agree, the Agent, acting on the instructions of the Majority Lenders, and after consulting the Borrower, shall appoint another bank (whether or not a Lender) to be a replacement Reference Bank; and, when that appointment comes into effect, the first-mentioned Reference Bank's appointment shall cease to be effective.

27.17 **Security over Lenders' rights.** In addition to the other rights provided to Lenders under this Clause 27, each Lender may without consulting with or obtaining consent from the Borrower or any other Security Party, at any time charge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(a) any charge, assignment or other Security Interest to secure obligations to a federal reserve or central bank; and

(b) in the case of any Lender which is a fund, any charge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities;

except that no such charge, assignment or Security Interest shall:

(i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security Interest for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by the Borrower or any other Security Party or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Finance Documents.

28 VARIATIONS AND WAIVERS

28.1 **Variations, waivers etc. by Majority Lenders.** Subject to Clause 28.2, a document shall be effective to vary, waive, suspend or limit any provision of a Finance Document, or any Creditor Party's rights or remedies under such a provision or the general law, only if the document is signed, or specifically agreed to by fax or Email, by the Borrower, by the Agent on behalf and with the approval of the Majority Lenders, by the Agent and the Security Trustee in their own rights, and, if the document relates to a Finance Document to which a Security Party is party, by that Security Party.

28.2 **Variations, waivers etc. requiring agreement of all Lenders.** As regards the following, Clause 28.1 applies as if the words "by the Agent on behalf and with the approval of the Majority Lenders" were replaced by the words "by or on behalf and with the approval of every Lender and every Swap Bank":

(a) a reduction in the Margin;

(b) a postponement to the date for, or a reduction in the amount of, any payment of principal, interest, fees or other sum payable under this Agreement or the Note;

(c) an increase in any Lender's Commitment;

(d) a change to the definition of "**Majority Lenders**";

(e) a change to Clause 11.2, Clause 17.4(b) or this Clause 28;

(f) any release of, or material variation to, a Security Interest, guarantee, indemnity or subordination arrangement set out in a Finance Document; and

(g) any other change or matter as regards which this Agreement or another Finance Document expressly provides that each Lender's consent is required.

28.3 **Variations, waivers etc. relating to the Servicing Banks.** An amendment or waiver that relates to the rights or obligations of the Agent or the Security Trustee under Clause 31 may not be effected without the consent of the Agent or the Security Trustee.

28.4 **Exclusion of other or implied variations.** Except for a document which satisfies the requirements of Clauses 28.1, 28.2 or 28.3, no document, and no act, course of conduct, failure or neglect to act, delay or acquiescence on the part of the Creditor Parties or any of them (or any person acting on behalf of any of them) shall result in the Creditor Parties or any of them (or any person acting on behalf of any of them) being taken to have varied, waived, suspended or limited, or being precluded (permanently or temporarily) from enforcing, relying on or exercising:

(a) a provision of this Agreement or another Finance Document; or

(b) an Event of Default; or

(c) a breach by the Borrower or another Security Party of an obligation under a Finance Document or the general law; or

(d) any right or remedy conferred by any Finance Document or by the general law,

and there shall not be implied into any Finance Document any term or condition requiring any such provision to be enforced, or such right or remedy to be exercised, within a certain or reasonable time.

29 NOTICES

29.1 **General.** Unless otherwise specifically provided, any notice under or in connection with any Finance Document shall be given by letter, electronic mail ("**Email**") or fax and references in the Finance Documents to written notices, notices in writing and notices signed by particular persons shall be construed accordingly.

29.2 **Addresses for communications.** A notice by letter, Email or fax shall be sent:

(a)	to the Borrower:	c/o Eagle Shipping International (USA) LLC 477 Madison Avenue, Suite 1405 New York, New York 10022 Attention: Sophocles N. Zoullas Facsimile: 212 785-3311
(b)	to a Guarantor:	c/o Eagle Shipping International (USA) LLC 477 Madison Avenue, Suite 1405 New York, New York 10022 Attention: Sophocles N. Zoullas Facsimile: 212 785-3311
(c)	to a Lender:	At the address below its name in Schedule 1 or (as the case may require) in the relevant Transfer Certificate.
(d)	to a Swap Bank	At the address below its name in Schedule 2.
(e)	to the Agent and Security Trustee:	ABN AMRO Capital USA LLC 100 Park Avenue, 17th Floor New York, NY 10017 Attention: Wudasse Zaudou Facsimile: 917-284-6697 Email: wudasse.zaudou@abnamro.com

or to such other address as the relevant party may notify the Agent or, if the relevant party is the Agent or the Security Trustee, the Borrower, the Lenders, the Swap Banks and the Security Parties.

29.3 **Effective date of notices.** Subject to Clauses 29.4 and 29.5:

(a) a notice which is delivered personally or posted shall be deemed to be served, and shall take effect, at the time when it is delivered;

(b) a notice which is sent by Email shall be deemed to be served, and shall take effect, at the time when it is actually received in readable form; and

(c) a notice which is sent by fax shall be deemed to be served, and shall take effect, two (2) hours after its transmission is completed.

29.4 **Service outside business hours.** However, if under Clause 29.3 a notice would be deemed to be served:

(a) on a day which is not a business day in the place of receipt; or

(b) on such a business day, but after 5:00 p.m. local time,

the notice shall (subject to Clause 29.5) be deemed to be served, and shall take effect, at 9:00 a.m. on the next day which is such a business day.

29.5 Illegible notices. Clauses 29.3 and 29.4 do not apply if the recipient of a notice notifies the sender within one (1) hour after the time at which the notice would otherwise be deemed to be served that the notice has been received in a form which is illegible in a material respect.

29.6 Valid notices. A notice under or in connection with a Finance Document shall not be invalid by reason that its contents or the manner of serving it do not comply with the requirements of this Agreement or, where appropriate, any other Finance Document under which it is served if:

(a) the failure to serve it in accordance with the requirements of this Agreement or other Finance Document, as the case may be, has not caused any party to suffer any significant loss or prejudice; or

(b) in the case of incorrect and/or incomplete contents, it should have been reasonably clear to the party on which the notice was served what the correct or missing particulars should have been.

29.7 Electronic communication between the Agent and a Lender or a Swap Bank. Any communication to be made between the Agent and a Lender or a Swap Bank under or in connection with the Finance Documents may be made by Email or other electronic means, if the Agent and the relevant Lender or Swap Bank:

(a) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(b) notify each other in writing of their Email address and/or any other information required to enable the sending and receipt of information by that means; and

(c) notify each other of any change to their respective Email addresses or any other such information supplied to them.

Any electronic communication made between the Agent and a Lender or a Swap Bank will be effective only when actually received in readable form and, in the case of any electronic communication made by a Lender or a Swap Bank to the Agent, only if it is addressed in such a manner as the Agent shall specify for this purpose.

29.8 English language. Any notice under or in connection with a Finance Document shall be in English.

29.9 Meaning of "notice". In this Clause 29, "**notice**" includes any demand, consent, authorization, approval, instruction, waiver or other communication.

30 SUPPLEMENTAL

30.1 Rights cumulative, non-exclusive. The rights and remedies which the Finance Documents give to each Creditor Party are:

(a) cumulative;

(b) may be exercised as often as appears expedient; and

(c) shall not, unless a Finance Document explicitly and specifically states so, be taken to exclude or limit any right or remedy conferred by any law.

30.2 Severability of provisions. If any provision of a Finance Document is or subsequently becomes void, unenforceable or illegal, that shall not affect the validity, enforceability or legality of the other provisions of that Finance Document or of the provisions of any other Finance Document.

30.3 Counterparts. A Finance Document may be executed in any number of counterparts.

30.4 Binding Effect. This Agreement shall become effective on the Effective Date and thereafter shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

31 THE SERVICING BANKS

31.1 Appointment and Granting.

(a) **The Agent**. Each of the Lenders and the Swap Banks appoints and authorizes (with a right of revocation) the Agent to act as its agent hereunder and under any of the other Finance Documents with such powers as are specifically delegated to the Agent by the terms of this Agreement and of any of the other Finance Documents, together with such other powers as are reasonably incidental thereto.

(b) **The Security Trustee.**

(i) **Authorization of Security Trustee**. Each of the Lenders, the Swap Banks and the Agent appoints and authorizes (with a right of revocation) the Security Trustee to act as security trustee hereunder and under the other Finance Documents (other than the Notes) with such powers as are specifically delegated to the Security Trustee by the terms of this Agreement and such other Finance Documents, together with such other powers as are reasonably incidental thereto.

(ii) **Granting Clause**. To secure the payment of all sums of money from time to time owing (i) to the Lenders under the Finance Documents, and (ii) to the Swap Banks under the Master Agreements, and the performance of the covenants of the Borrower and any other Security Party herein and therein contained, and in consideration of the premises and of the covenants herein contained and of the extensions of credit by the Lenders, the Security Trustee does hereby declare that it will hold as such trustee in trust for the benefit of the Lenders, the Agent and the Swap Banks, from and after the execution and delivery thereof, all of its right, title and interest as mortgagee in, to and under the Mortgages and its right, title and interest as assignee and secured party under the other Finance Documents (the right, title and interest of the Security Trustee in and to the property, rights and privileges described above, from and after the execution and delivery thereof, and all property hereafter specifically subjected to the Security Interest of the indenture created hereby and by the Finance Documents by any amendment hereto or thereto are herein collectively called the "**Estate**"); TO HAVE AND TO HOLD the Estate unto the Security Trustee and its successors and assigns forever, BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the Lenders, the Agent and the Swap Banks and their respective successors and assigns without any priority of any one over any other, UPON THE CONDITION that, unless and until an Event of Default under this Agreement shall have occurred and be continuing, the relevant Security Party shall be permitted, to the exclusion of the Security Trustee, to possess and use the Ships. IT IS HEREBY COVENANTED, DECLARED AND AGREED that all property subject or to become subject hereto is to be held, subject to the further covenants, conditions, uses and trusts hereinafter set forth, and each Security Party, for itself and its respective successors and assigns, hereby covenants and agrees to and with the Security Trustee and its successors in said trust, for the equal and proportionate benefit and security of the Lenders, the Agent and the Swap Banks as hereinafter set forth.

(iii) **Acceptance of Trusts**. The Security Trustee hereby accepts the trusts imposed upon it as Security Trustee by this Agreement, and the Security Trustee covenants and agrees to perform the same as herein expressed and agrees to receive and disburse all monies constituting part of the Estate in accordance with the terms hereof.

31.2 **Scope of Duties**. Neither the Agent nor the Security Trustee (which terms as used in this sentence and in Clause 31.5 hereof shall include reference to their respective affiliates and their own respective and their respective affiliates' officers, directors, employees, agents and attorneys-in-fact):

(a) shall have any duties or responsibilities except those expressly set forth in this Agreement and in any of the Finance Documents, and shall not by reason of this Agreement or any of the Finance Documents be (except, with respect to the Security Trustee, as specifically stated to the contrary in this Agreement) a trustee for a Lender or a Swap Bank;

(b) shall be responsible to the Lenders or the Swap Banks for any recitals, statements, representations or warranties contained in this Agreement or in any of the Finance Documents, or in any certificate or other document referred to or provided for in, or received by any of them under, this Agreement or any of the other Finance Documents, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any of the other Finance Documents or any other document referred to or provided for herein or therein or for any failure by a Security Party or any other person to perform any of its obligations hereunder or thereunder or for the location, condition or value of any property covered by any Security Interest under any of the Finance Documents or for the creation, perfection or priority of any such Security Interest;

(c) shall be required to initiate or conduct any litigation or collection proceedings hereunder or under any of the Finance Documents unless expressly instructed to do so in writing by the Majority Lenders; or

(d) shall be responsible for any action taken or omitted to be taken by it hereunder or under any of the Finance Documents or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith, except for its own gross negligence or willful misconduct. Each of the Security Trustee and the Agent may employ agents and attorneys-in-fact and neither the Security Trustee nor the Agent shall be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. Each of the Security Trustee and the Agent may deem and treat the payee of a Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof shall have been filed with the Agent.

31.3 **Reliance**. Each of the Security Trustee and the Agent shall be entitled to rely upon any certification, notice or other communication (including any thereof by telephone, telex, telefacsimile, telegram or cable) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper person or persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by the Security Trustee or the Agent, as the case may be. As to any matters not expressly provided for by this Agreement or any of the other Finance Documents, each of the Security Trustee and the Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder or thereunder in accordance with instructions signed by the Majority Lenders, and such instructions and any action taken or failure to act pursuant thereto shall be binding on all of the Lenders.

31.4 **Knowledge.** Neither the Security Trustee nor the Agent shall be deemed to have knowledge or notice of the occurrence of a Potential Event of Default or Event of Default (other than, in the case of the Agent, the non-payment of principal of or interest on the Loan or actual knowledge thereof) unless each of the Security Trustee and the Agent has received notice from a Lender or the Borrower specifying such Potential Event of Default or Event of Default and stating that such notice is a "Notice of Default". If the Agent receives such a notice of the occurrence of such Potential Event of Default or Event of Default, the Agent shall give prompt notice thereof to the Security Trustee, the Swap Banks and the Lenders (and shall give each Lender prompt notice of each such non-payment). Subject to Clause 31.8 hereof, the Security Trustee and the Agent shall take such action with respect to such Potential Event of Default or Event of Default or other event as shall be directed by the Majority Lenders, except that, unless and until the Security Trustee and the Agent shall have received such directions, each of the Security Trustee and the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Potential Event of Default or Event of Default or other event as it shall deem advisable in the best interest of the Lenders and the Swap Banks.

31.5 **Security Trustee and Agent as Lenders**. Each of the Security Trustee and the Agent (and any successor acting as Security Trustee or Agent, as the case may be) in its individual capacity as a Lender hereunder shall have the same rights and powers hereunder as any other Lender and may exercise the same as though it were not acting as the Security Trustee or the Agent, as the case may be, and the term "Lender" or "Lenders" shall, unless the context otherwise indicates, include each of the Security Trustee and the Agent in their respective individual capacities. Each of the Security Trustee and the Agent (and any successor acting as Security Trustee and Agent, as the case may be) and their respective affiliates may (without having to account therefor to a Lender) accept deposits from, lend money to and generally engage in any kind of banking, trust or other business with the Borrower and any of its subsidiaries or affiliates as if it were not acting as the Security Trustee or the Agent, as the case may be, and each of the Security Trustee and the Agent and their respective affiliates may accept fees and other consideration from the Borrower for services in connection with this Agreement or otherwise without having to account for the same to the Lenders.

31.6 **Indemnification of Security Trustee and Agent.** The Lenders severally agree, ratably in accordance with the aggregate principal amount of each Lender's Contribution in the Loan, to indemnify each of the Agent and the Security Trustee (to the extent not reimbursed under other provisions of this Agreement, but without limiting the obligations of the Borrower under said other provisions) for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Security Trustee or the Agent in any way relating to or arising out of this Agreement or any of the other Finance Documents or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby (including, without limitation, the costs and expenses which the Borrower is to pay hereunder, but excluding, unless an Event of Default has occurred and is continuing, normal administrative costs and expenses incident to the performance of their respective agency duties hereunder) or the enforcement of any of the terms hereof or thereof or of any such other documents, except that no Lender shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the party to be indemnified.

31.7 **Reliance on Security Trustee or Agent.** Each Lender and each Swap Bank agrees that it has, independently and without reliance on the Security Trustee, the Agent or any other Lender or Swap Bank, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Borrower and decision to enter into this Agreement and that it will, independently and without reliance upon the Security Trustee, the Agent or any other Lender or Swap Bank, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement or any of the Finance Documents. None of the Security Trustee or the Agent shall be required to keep itself informed as to the performance or observance by the Borrower or the Guarantors of this Agreement or any of the Finance Documents or any other document referred to or provided for herein or therein or to inspect the properties or books of the Borrower or any Guarantor. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders and/or the Swap Banks by the Security Trustee or the Agent hereunder, neither the Security Trustee nor the Agent shall have any duty or responsibility to provide a Lender or a Swap Bank with any credit or other information concerning the affairs, financial condition or business of the Borrower, any Guarantor or any subsidiaries or affiliates thereof which may come into the possession of the Security Trustee, the Agent or any of their respective affiliates.

31.8 **Actions by Security Trustee and Agent.** Except for action expressly required of the Security Trustee or the Agent hereunder and under the other Finance Documents, each of the Security Trustee and the Agent shall in all cases be fully justified in failing or refusing to act hereunder and thereunder unless it shall receive further assurances to its satisfaction from the Lenders of their indemnification obligations under Clause 31.6 against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

31.9 **Resignation and Removal.** Subject to the appointment and acceptance of a successor Security Trustee or Agent (as the case may be) as provided below, each of the Security Trustee and the Agent may resign at any time by giving notice thereof to the Lenders, the Swap Banks and the Borrower, and the Security Trustee or the Agent may be removed at any time with or without cause by the Majority Lenders by giving notice thereof to the Agent, the Security Trustee, the Lenders, the Swap Banks and the Borrower. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Security Trustee or Agent, as the case may be. If no successor Security Trustee or Agent, as the case may be, shall have been so appointed by the Lenders or, if appointed, shall not have accepted such appointment within 30 days after the retiring Security Trustee's or Agent's, as the case may be, giving of notice of resignation or the Majority Lenders' removal of the retiring Security Trustee or Agent, as the case may be, then the retiring Security Trustee or Agent, as the case may be, may, on behalf of the Lenders and the Swap Banks, appoint a successor Security Trustee or Agent. Upon the acceptance of any appointment as Security Trustee or Agent hereunder by a successor Security Trustee or Agent, such successor Security Trustee or Agent, as the case may be, shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Security Trustee or Agent, as the case may be, and the retiring Security Trustee or Agent shall be discharged from its duties and obligations hereunder. After any retiring Security Trustee or Agent's resignation or removal hereunder as Security Trustee or Agent, as the case may be, the provisions of this Clause 31 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Security Trustee or the Agent, as the case may be.

31.10 **Release of Collateral.** Without the prior written consent of the Majority Lenders and the Swap Banks, neither the Security Trustee nor the Agent will consent to any modification, supplement or waiver under any of the Finance Documents nor without the prior written consent of all of the Lenders and the Swap Banks release any Collateral or otherwise terminate any Security Interest under the Finance Documents, except that no such consent is required, and each of the Security Trustee and the Agent is authorized, to release any Security Interest covering property if the Secured Liabilities have been paid and performed in full or which is the subject of a disposition of property permitted hereunder or to which the Lenders have consented.

32 PARALLEL DEBT

32.1 In this Clause:

Corresponding Debt means any amount which a Security Party owes to a Creditor Party under or in connection with the Secured Liabilities.

Parallel Debt means any amount which a Security Party owes to the Security Trustee under this Clause.

32.2 Each Security Party irrevocably and unconditionally undertakes to pay to the Security Trustee amounts equal to, and in the currency or currencies of, its Corresponding Debt.

32.3 The Parallel Debt of each Security Party:

(a) shall become due and payable at the same time as its Corresponding Debt;

(b) is independent and separate from, and without prejudice to, its Corresponding Debt.

32.4 For purposes of this Clause, the Security Trustee:

(a) is the independent and separate creditor of each Parallel Debt;

(b) acts in its own name and not as agent, representative or trustee of the Creditor Parties and its claims in respect of each Parallel Debt and any security granted to secure such Parallel Debt shall not be held on trust; and

(c) shall have the independent and separate right to demand payment of each Parallel Debt in its own name (including, without limitation, through any suit, execution, enforcement of security, recovery of guarantees and applications for and voting in any kind of insolvency proceeding).

32.5 The Parallel Debt of the Borrower or a Guarantor shall be (a) decreased to the extent that its Corresponding Debt has been irrevocably and unconditionally paid or discharged and (b) increased to the extent that its Corresponding Debt has increased, and the Corresponding Debt of the Borrower or a Guarantor shall be (x) decreased to the extent that its Parallel Debt has been irrevocably and unconditionally paid or discharged and (y) increased to the extent its Parallel Debt has increased, in each case proved that the Parallel Debt of the Borrower or a Guarantor shall never exceed its Corresponding Debt.

32.6 All amounts received or recovered by the Security Trustee in connection with this Clause, to the extent permitted by applicable law, shall be applied in accordance with Clause 18 (Applicable of Receipts).

33 LAW AND JURISDICTION

33.1 **Governing law.** THIS AGREEMENT AND THE OTHER FINANCE DOCUMENTS (EXCEPT AS OTHERWISE PROVIDED IN A FINANCE DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

33.2 **Consent to Jurisdiction.**

(a) Each of the Borrower and the Guarantors hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive 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 Agreement or any of the other Finance Documents to which such Security Party is a party or for recognition or enforcement of any judgment, and each of the parties hereto 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. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Nothing in this Clause 33.2 shall affect the right of a Creditor Party to bring any action or proceeding against a Security Party or its property in the courts of any other jurisdictions where such action or proceeding may be heard.

(c) Each of the Borrower and the Guarantors hereby irrevocably and unconditionally waives to the fullest extent it may legally and effectively do so:

(i) any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Finance Document to which it is a party in any New York State or Federal court and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court; and

(ii) any immunity from suit, the jurisdiction of any court in which judicial proceedings may at any time be commenced with respect to this Agreement or any other Finance Document or from any legal process with respect to itself or its property (including without limitation attachment prior to judgment, attachment in aid of execution of judgment, set-off, execution of a judgment or any other legal process), and to the extent that in any such jurisdiction there may be attributed to such person such an immunity (whether or not claimed), such person hereby irrevocably agrees not to claim such immunity.

(d) Each of the Borrower and the Guarantors also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to its address specified in Clause 29.2. Each of the Borrower and the Guarantors also agrees that service of process may be made on it by any other method of service provided for under the applicable laws in effect in the State of New York.

33.3 Creditor Party rights unaffected. Nothing in this Clause 33 shall exclude or limit any right which any Creditor Party may have (whether under the law of any country, an international convention or otherwise) with regard to the bringing of proceedings, the service of process, the recognition or enforcement of a judgment or any similar or related matter in any jurisdiction.

33.4 Meaning of "proceedings". In this Clause 33, "**proceedings**" means proceedings of any kind, including an application for a provisional or protective measure.

34 WAIVER OF JURY TRIAL

34.1 WAIVER. EACH OF THE BORROWER, THE GUARANTORS AND THE CREDITOR PARTIES MUTUALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

35 PATRIOT ACT NOTICE

35.1 PATRIOT Act Notice. Each of the Agent and the Lenders hereby notifies the Borrower and the Guarantors that pursuant to the requirements of the PATRIOT Act and the policies and practices of the Agent and each Lender, the Agent and each of the Lenders is required to obtain, verify and record certain information and documentation that identifies each Security Party, which information includes the name and address of each Security Party and such other information that will allow the Agent and each of the Lenders to identify each Security Party in accordance with the PATRIOT Act.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

EXECUTION PAGE

WHEREFORE, the parties hereto have caused this Loan Agreement to be executed as of the date first above written.

ABN AMRO CAPITAL USA LLC, as Lender, Mandated Lead Arranger, Bookrunner, Structuring Bank, Agent, and Security Trustee

By: /s/ Jane Freeberg Sarma
Name: Jane Freeberg Sarma
Title: Attorney-in-fact

By: /s/ Ashley Laurie
Name: Ashley Laurie
Title: Attorney-in-fact

ABN AMRO N.V., as Swap Bank

By: /s/ Jane Freeberg Sarma
Name: Jane Freeberg Sarma
Title: Attorney-in-fact

By: /s/ Ashley Laurie
Name: Ashley Laurie
Title: Attorney-in-fact

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as Lender, Mandated Lead Arranger, Bookrunner, Structuring Bank and Swap Bank

By: /s/ Jane Freeberg Sarma

Name: Jane Freeberg Sarma

Title: Attorney-in-fact

CIT FINANCE LLC, as Mandated Lead Arranger and Bookrunner

By: /s/ Andrea Zana
Name: Andrea Zana
Title: Director

CIT BANK, as Lender and Swap Bank

By: /s/ Andrea Zana
Name: Andrea Zana
Title: Director

EAGLE BULK SHIPPING INC., as Borrower

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

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

as Guarantors

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

SCHEDULE 1

LENDERS AND COMMITMENTS

Lender	**Lending Office**	**Commitment**
ABN AMRO Capital USA LLC Address for Notices: 100 Park Avenue, 17th Floor New York, NY 10017 United States Attention: Wudasse Zaudou Facsimile: +917-284-6697 Email: Wudasse.zaudou@abnamro.com Telephone: +917-284-6915 *with a copy to:* 100 Park Avenue, 17th Floor New York, NY 10017 United States Attention: Rajbir Talwar Facsimile: +917-284-6697 Email: Rajbir.talwar@abnamro.com Telephone: +917-284-6850	100 Park Avenue, 17th Floor New York, NY 10017 United States	Term loan: $ 75,000,000 Revolving loan: $ 16,666,666.67
Lender	**Lending Office**	**Commitment**
Crédit Agricole Corporate and Investment Bank Address for Notices: 9, quai du Président Paul Doumer 92920 Paris La Défense Cedex France Tel:+33141892079 Fax:+33141891934 Email: jerome.duval@ca-cib.com, michael.choina@ca-cib.com, CFOBox@cacib. com With a copy to: 1301 Avenue of the Americas NewYork, NY 10019 Tel: 212-261-4039 / 212-261-7363 Fax: 917-849-6380 / 917-849-5583 Email: jerome.duval@ca-cib.com, michael.choina@ca-cib.com Attention: Jerome Duval, Michael Choina	9, quai du Président Paul Doumer 92920 Paris La Défense Cedex France	Term loan: $ 75,000,000 Revolving loan: $ 16,666,666.67

And a copy to: Dept: Agency and Middle-Office for Shipping 9 quai du President Paul Doumer 92920 Paris la Defense Cedex, France Tel:+33141892079 Fax:+33141891934 Email: marieclaire.vanderperre@ca-cib.com, sylvie.godetcouery@ca-cib.com, clementine.costil@ca-cib.com		
Lender CIT Bank Address for Notices: 11 West 42nd Street New York, New York 10036 USA Attention: Chief Legal Counsel, Transportation Finance Facsimile: +1(212) 461 5402 Email: maritime_compliance@cit.com maritimefinancelegal@cit.com	**Lending Office** 11 West 42nd Street New York, New York 10036 USA	**Commitment** Term loan: $75,000,000.00 Revolving loan: $16,666,667

SCHEDULE 2

SWAP BANKS

Swap Bank	**Booking Office**
ABN AMRO Bank N.V. Address for Notices: ABN AMRO Securities USA LLC 100 Park Avenue, 17th Floor New York, NY 10017 United States Attention: MacGregor Stockdale Email: macgregor.stockdale@abnamro.com Telephone: +(917) 284 6738	ABN Amro Bank N.V. Gustav Mahlerlaan 10 1082 PP Amsterdam
Swap Bank	**Booking Office**
Credit Agricole Corporate and Investment Bank Address for Notices: 1301 Avenue of the Americas NewYork, NY 10019 Tel: (212) 261-7985 Email: valeria.penn@ca-cib.com Attention: Valeria Penn With a copy to: Credit Agricole Corporate and Investment Bank 1301 Avenue of the Americas NewYork, NY 10019 Tel: (212) 261-7363/(212) 261-4039 Email: jerome.duval@ca-cib.com / michael.choina@ca-cib.com Attention: Jerome Duval / Michael Choina	Credit Agricole Corporate and Investment Bank 1301 Avenue of the Americas NewYork, NY 10019 Tel: (212) 261-7985 Email: valeria.penn@ca-cib.com Attention: Valeria Penn
Swap Bank	**Booking Office**
CIT Bank Address for Notices: 11 West 42nd Street New York, New York 10036 USA Attention: Jay D'Auria Facsimile: 800-354-2304 Email: jay.dauria@cit.com Telephone: 973-740-5185	11 West 42nd Street New York, New York 10036 USA

SCHEDULE 3

DRAWDOWN NOTICE

To: ABN AMRO Capital USA LLC, as Agent
100 Park Avenue, 17th Floor
New York, NY 10017
Attention: [●]

[Date]

DRAWDOWN NOTICE

1. We refer to the loan agreement dated as of [●] (the "**Loan Agreement**") among ourselves, as Borrower, the Guarantors referred to therein, the Lenders referred to therein, the Swap Banks referred to therein, the Mandated Lead Arrangers referred to therein, the Bookrunners referred to therein, the Structuring Banks referred to therein, and yourselves as Agent and as Security Trustee in connection with a facility of up to US$275,000,000. Terms defined in the Loan Agreement have their defined meanings when used in this Drawdown Notice.

2. We request to borrow a [Term Loan Advance] [Revolving Advance] as follows:

(a) Amount: US$[●];

(b) Drawdown Date: [●];

(c) Duration of the first Interest Period shall be [●] months [*NB: for Term Loan Advance and first Revolving Advance only*]; and

(d) Payment instructions:

[●]

3. We represent and warrant that:

(a) no Event of Default or Potential Event of Default has occurred or would result from the borrowing of the Advance;

(b) the representations and warranties in Clause 10 and those of the Borrower or any other Security Party which are set out in the other Finance Documents are true and not misleading as of the date of this Drawdown Notice and will be true and not misleading as of the Drawdown Date, in each case with reference to the circumstances then existing;

(c) there has been no Material Adverse Effect; and

(d) if the ratio set out in Clause 15.2 were applied immediately following the making of the Advance, the Borrower would not be required to provide additional Collateral or prepay part of the Loan under Clause 15.

4. This notice cannot be revoked without the prior consent of the Majority Lenders.

Name
Title
for and on behalf of
[NAME OF BORROWER]

SCHEDULE 4

CONDITION PRECEDENT DOCUMENTS

PART A

The following are the documents referred to in Clause 9.1(a)(i):

1. A duly executed original of this Agreement and any Master Agreement.

2. A copy of each Charter (and all addenda and supplements thereto), in form and substance acceptable to the Agent and certified as of a date reasonably near the date of the Drawdown Notice by an authorized person of the Borrower or Guarantor party thereto as being a true and correct copy thereof.

3. Copies of certificates dated as of a date reasonably near the date of the Drawdown Notice, certifying that each of the Security Parties is duly incorporated or formed and in good standing under the laws of its jurisdiction of incorporation or formation.

4. Copies of the constitutional documents and each amendment thereto of each of the Security Parties, certified as of a date reasonably near the date of the Drawdown Notice by an authorized person of such party as being a true and correct copy thereof.

5. Copies of the resolutions of the directors (or equivalent governing body) and, where applicable, the shareholders (or equivalent equity holders), of each of the Security Parties authorizing the execution of each of the Finance Documents and each Charter to which that Security Party is a party and, in the case of the Borrower, authorizing an authorized person of the Borrower to give the Drawdown Notice and other notices required under the Finance Documents, in each case certified as of a date reasonably near the date of the Drawdown Notice by an authorized person of such party as being a true and correct copy thereof,

6. An incumbency certificate in respect of the officers and directors (or equivalent) of each of the Security Parties and signature samples of any signatories to any Finance Document.

7. The original or a certified copy of any power of attorney under which any Finance Document is executed on behalf of a Security Party.

8. Copies of all consents which a Security Party requires to enter into, or make any payment under any Finance Document, each certified as of a date reasonably near the date of the Drawdown Notice by an authorized person of such party as being a true and correct copy thereof, or certification by such authorized person that no such consents are required.

9. Copies of any mandates or other documents required in connection with the opening or operation of the Borrower Earnings Account, any Earnings Account and the Liquidity Account, each certified as of a date reasonably near the date of the Drawdown Notice by an authorized person of the Borrower or the relevant Guarantor as being a true and correct copy thereof.

10. A copy of the Reorganization Plan Confirmation Order.

11. Valuations of the Fair Market Value of the Ships, paid for by the Borrower but addressed to the Agent and dated not more than 14 days before service of the first Drawdown Notice.

12. A list, prepared by the Borrower, delivered to the Agent and accepted by the Lenders, of Excluded Entities under Clause 27.2.

13. If the Agent so requires, in respect of any of the documents referred to above, a certified English translation prepared by a translator approved by the Agent.

PART B

The following are the documents referred to in Clause 9.1(b):

1. A duly executed original of each Finance Document (and of each document required to be delivered by each Finance Document) other than those referred to in Part A(1).

2. If the Drawdown Date is more than five (5) Business Days after the date of the Drawdown Notice, a bringdown certificate of each of the Security Parties certifying as of the Drawdown Date as to the absence of any amendments to the documents of such party referred to in paragraphs 4, 5 and 6 of Part A since the date of the Drawdown Notice.

3. Certification by the Borrower as of the Drawdown Date for the Advance as to the matters described in Clauses 9.1(d) (other than 9.1(d)(iv) and (v)) and 9.1(e).

4. Documentary evidence that:

(a) the relevant Ship is definitively and permanently registered in the name of the relevant Guarantor under the Approved Flag;

(b) the Mortgage has been registered against the relevant Ship as a valid first preferred ship mortgage in accordance with the laws of the jurisdiction of the Approved Flag on which such Ship is registered;

(c) the Security Interests intended to be created by each of the Finance Documents have been duly perfected under applicable law;

(d) the relevant Ship is in the absolute and unencumbered ownership of the relevant Guarantor save as contemplated by the Finance Documents;

(e) the relevant Ship is insured in accordance with the provisions of Clause 13 of this Agreement and all requirements therein in respect of insurances have been complied with; and

(f) the relevant Ship maintains the highest class for vessels of its type with the Classification Society free of any overdue recommendations and qualifications affecting class (which status shall be established by a Confirmation of Class Certificate issued by the Classification Society and dated a date reasonably near the First Drawdown Date (*NB: a "Class Statement" or similar instrument shall not be acceptable for purposes of this clause*)).

5. A survey report addressed to the Agent dated not more than 30 days before the Drawdown Date from an independent marine surveyor acceptable to the Agent in respect of the physical condition of any Ship older than 15 years of age at the First Drawdown Date, which report shall confirm the condition of such Ship to the satisfaction of the Agent and the Lenders, in their sole discretion, **provided** that the Borrower or relevant Guarantor shall deliver to the Agent the survey report with respect to m/v KITE within 60 days after the First Drawdown Date.

6. Documentary evidence that the relevant Guarantor has instructed the Classification Society as required by Clause 14.4 and a duly executed original of the Classification Society undertaking required by Clause 14.4.

7. The following documents establishing that the relevant Ship will, as from the Drawdown Date, be managed by an Approved Manager on terms acceptable to the Agent:

(a) a copy of each Approved Management Agreement, existing and certified as of the Drawdown Date by an authorized person of the relevant Security Party as being a true and correct copy thereof; and

(b) copies of each Approved Manager's Document of Compliance and of the relevant Ship's ISSC and Safety Management Certificate (together with any other details of the applicable safety management system which the Agent requires), certified as of the Drawdown Date by an authorized person of the relevant Approved Manager as being a true and correct copy thereof.

8. A favorable opinion from an independent insurance consultant acceptable to the Agent on matters relating to the insurances for the Ship.

9. Evidence that the Minimum Liquidity amount has been funded in the Liquidity Account pursuant to Clause 19.3 of this Agreement and that the Revolving Credit Facility is not drawn to make such funding.

10. Evidence that the Reorganization Plan has become effective.

11. A favorable opinion of Watson, Farley & Williams LLP, New York counsel for the Creditor Parties, in form, scope and substance satisfactory to the Creditor Parties.

12. Favorable legal opinions from lawyers appointed by the Borrower or the Agent on such matters concerning the laws of such relevant jurisdictions as the Agent may require.

SCHEDULE 5

TRANSFER CERTIFICATE

The Transferor and the Transferee accept exclusive responsibility for ensuring that this Certificate and the transaction to which it relates comply with all legal and regulatory requirements applicable to them respectively.

To: [Name of Agent] for itself and for and on behalf of the Borrower, [each other Security Party], the Security Trustee, each Lender and each Swap Bank, as defined in the Loan Agreement referred to below.

[Date]

1. This Certificate relates to a Loan Agreement dated as of [●] (as amended or supplemented, the "**Loan Agreement**") among (1) Eagle Bulk Shipping Inc. (the "**Borrower**"), (2) the guarantors named therein (the "**Guarantors**"), (3) the banks and financial institutions named therein as Lenders, (4) the banks and financial institutions named therein as Swap Banks, (5) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as Mandated Lead Arrangers and Bookrunners, (6) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as Structuring Banks, (7) ABN AMRO Capital USA LLC as Agent and (6) ABN AMRO Capital USA LLC as Security Trustee for a loan facility of up to $275,000,000.

2. In this Certificate, terms defined in the Loan Agreement shall, unless the contrary intention appears, have the same meanings when used in this Certificate and:

   "**Relevant Parties**" means the Agent, the Borrower, each of the Guarantors, the Security Trustee, each Lender and each Swap Bank;

   "**Transferor**" means [full name] of [lending office];

   "**Transferee**" means [full name] of [lending office].

3. The effective date of this Certificate is [●], **provided that** this Certificate shall not come into effect unless it is signed by the Agent on or before that date.

4. [The Transferor assigns to the Transferee absolutely all rights and interests (present, future or contingent) which the Transferor has as Lender under or by virtue of the Loan Agreement and every other Finance Document in relation to [●]% of its Contribution, which percentage represents $[●].

5. [By virtue of this Certificate and Clause 27 of the Loan Agreement, the Transferor is discharged [entirely from its Commitment which amounts to $[●]] [from [●]% of its Commitment, which percentage represents $[●]] and the Transferee acquires a Commitment of $[●].]

6. The Transferee undertakes with the Transferor and each of the Relevant Parties that the Transferee will observe and perform all the obligations under the Finance Documents which Clause 27 of the Loan Agreement provides will become binding on it upon this Certificate taking effect.

7. The Agent, at the request of the Transferee (which request is hereby made) accepts, for the Agent itself and for and on behalf of every other Relevant Party, this Certificate as a Transfer Certificate taking effect in accordance with Clause 27 of the Loan Agreement.

8. The Transferor:

(a) warrants to the Transferee and each Relevant Party that:

(i) the Transferor has full capacity to enter into this transaction and has taken all corporate action and obtained all consents which are required in connection with this transaction; and

(ii) this Certificate is valid and binding as regards the Transferor;

(b) warrants to the Transferee that the Transferor is absolutely entitled, free of encumbrances, to all the rights and interests covered by the assignment in paragraph 4; and

(c) undertakes with the Transferee that the Transferor will, at its own expense, execute any documents which the Transferee reasonably requests for perfecting in any relevant jurisdiction the Transferee's title under this Certificate or for a similar purpose.

9. The Transferee:

(a) confirms that it has received a copy of the Loan Agreement and each of the other Finance Documents;

(b) agrees that it will have no rights of recourse on any ground against the Transferor, the Agent, the Security Trustee, any Lender or any Swap Bank in the event that:

(i) any of the Finance Documents prove to be invalid or ineffective;

(ii) the Borrower or any other Security Party fails to observe or perform its obligations, or to discharge its liabilities, under any of the Finance Documents;

(iii) it proves impossible to realize any asset covered by a Security Interest created by a Finance Document, or the proceeds of such assets are insufficient to discharge the liabilities of the Borrower or any other Security Party under any of the Finance Documents;

(c) agrees that it will have no rights of recourse on any ground against the Agent, the Security Trustee, any Lender or any Swap Bank in the event that this Certificate proves to be invalid or ineffective;

(d) warrants to the Transferor and each Relevant Party that:

(i) it has full capacity to enter into this transaction and has taken all corporate action and obtained all consents which it needs to take or obtain in connection with this transaction; and

(ii) that this Certificate is valid and binding as regards the Transferee; and

(e) confirms the accuracy of the administrative details set out below regarding the Transferee.

10. The Transferor and the Transferee each undertake with the Agent and the Security Trustee severally, on demand, fully to indemnify the Agent and/or the Security Trustee in respect of any claim, proceeding, liability or expense (including all legal expenses) which they or either of them may incur in connection with this Certificate or any matter arising out of it, except such as are shown to have been mainly and directly caused by the gross negligence or willful misconduct of the Agent's or the Security Trustee's own officers or employees.

11. The Transferee shall repay to the Transferor on demand so much of any sum paid by the Transferor under paragraph 10 as exceeds one-half of the amount demanded by the Agent or the Security Trustee in respect of a claim, proceeding, liability or expense which was not reasonably foreseeable at the date of this Certificate; but nothing in this paragraph shall affect the liability of each of the Transferor and the Transferee to the Agent or the Security Trustee for the full amount demanded by it.

12. The Transferee confirms that, immediately following the effective date of this Certificate, the Transferee will be a FATCA Exempt Party.

[Name of Transferor]

By: _____
Name:
Title:
Date:

[Name of Transferee]

By: _____
Name:
Title:
Date:

AGENT

Signed for itself and for and on behalf of itself
as Agent and for every other Relevant Party

ABN AMRO CAPITAL USA LLC

By: _____
Name:
Title:
Date:

Administrative Details of Transferee

Name of Transferee:

Lending Office:

Contact Person
(Loan Administration Department):

Telephone:

Fax:

Contact Person
(Credit Administration Department):

Telephone:

Fax:

Account for payments:

Note: This Transfer Certificate alone may not be sufficient to transfer a proportionate share of the Transferor's interest in the security constituted by the Finance Documents in the Transferor's or Transferee's jurisdiction. It is the responsibility of each Lender to ascertain whether any other documents are required for this purpose.

SCHEDULE 6

DESIGNATION NOTICE

ABN AMRO Capital USA LLC, as Agent
100 Park Avenue, 17th Floor
New York, NY 10017
Attention: [●]

[Date]

Dear Sirs

Loan Agreement dated as of [●] (as amended or supplemented, the "Loan Agreement") made between (i) ourselves as Borrower, (ii) the Guarantors named therein, (iii) the Lenders named therein, (iv) the Swap Banks named therein, (v) the Mandated Lead Arrangers named therein, (vi) the Bookrunners named therein, (vii) the Structuring Banks named therein, (viii) yourselves as Agent and (ix) yourselves as Security Trustee.

We refer to:

1. the Loan Agreement;

2. the Master Agreement dated [●] made between ourselves and [●]; and

3. a Confirmation dated [●] delivered pursuant to the said Master Agreement and addressed by [●] to us.

In accordance with the terms of the Loan Agreement, we hereby give you notice of the said Confirmation and hereby confirm that the Transaction evidenced by it will be designated as a "Designated Transaction" for the purposes of the Loan Agreement and the Finance Documents.

Yours faithfully,

.....

[*Name of Borrower*]

SCHEDULE 7

LIST OF APPROVED BROKERS

Braemar
Compass Maritime
Clarksons
ICAP
Lorentzen & Stemoco
Maritime Strategies International
R.S. Platou
Fearnleys

SCHEDULE 8

LIST OF SHIPS

	Ship	Official Number	Name of Owner/Guarantors	Built	Age (Years)
1	Avocet	3819	Avocet Shipping LLC	2010	4.7
2	Bittern	3710	Bittern Shipping LLC	2009	5.0
3	Canary	3777	Canary Shipping LLC	2009	4.8
4	Cardinal	2349	Cardinal Shipping LLC	2004	10.3
5	Condor	2238	Condor Shipping LLC	2001	13.8
6	Crane	3817	Crane Shipping LLC	2010	4.7
7	Crested Eagle	3477	Crested Eagle Shipping LLC	2009	5.7
8	Crowned Eagle	3413	Crowned Eagle Shipping LLC	2008	5.9
9	Egret Bulker	3818	Egret Shipping LLC	2010	4.7
10	Falcon	2239	Falcon Shipping LLC	2001	13.0
11	Gannet Bulker	3902	Gannet Shipping LLC	2010	4.5
12	Golden Eagle	3794	Golden Eagle Shipping LLC	2010	4.7
13	Goldeneye	3248	Goldeneye Shipping LLC	2002	12.7
14	Grebe Bulker	3905	Grebe Shipping LLC	2010	4.4
15	Harrier	2240	Harrier Shipping LLC	2001	13.1
16	Hawk I	2237	Hawk Shipping LLC	2001	13.8
17	Ibis Bulker	3946	Ibis Shipping LLC	2010	4.3
18	Imperial Eagle	3820	Imperial Eagle Shipping LLC	2010	4.6
19	Jaeger	2659	Jaeger Shipping LLC	2004	9.9
20	Jay	3972	Jay Shipping LLC	2010	4.2
21	Kestrel I	2658	Kestrel Shipping LLC	2004	10.4
22	Kite	2352	Kite Shipping LLC	1997	17.3
23	Kittiwake	2882	Kittiwake Shipping LLC	2002	12.3
24	Kingfisher	3974	Kingfisher Shipping LLC	2010	4.2
25	Martin	3973	Martin Shipping LLC	2010	4.1
26	Merlin	2488	Merlin Shipping LLC	2001	13.6
27	Nighthawk	4193	Nighthawk Shipping LLC	2011	3.6
28	Oriole	4303	Oriole Shipping LLC	2011	3.4
29	Osprey I	2355	Osprey Shipping LLC	2002	12.3
30	Owl	4337	Owl Shipping LLC	2011	3.3
31	Peregrine	2353	Peregrine Shipping LLC	2001	13.5
32	Petrel Bulker	4338	Petrel Shipping LLC	2011	3.2
33	Puffin Bulker	4339	Puffin Shipping LLC	2011	3.1
34	Redwing	3271	Redwing Shipping LLC	2007	7.3
35	Roadrunner Bulker	4340	Roadrunner Shipping LLC	2011	3.1
36	Sandpiper Bulker	4341	Sandpiper Shipping LLC	2011	3.0
37	Shrike	2876	Shrike Shipping LLC	2003	11.5
38	Skua	2885	Skua Shipping LLC	2003	11.4
39	Sparrow	2354	Sparrow Shipping LLC	2000	14.6
40	Stellar Eagle	3521	Stellar Eagle Shipping LLC	2009	5.5

	Ship	Official Number	Name of Owner/Guarantors	Built	Age (Years)
41	Tern	2657	Tern Shipping LLC	2003	11.8
42	Thrasher	3788	Thrasher Shipping LLC	2010	4.7
43	Thrush	4106	Thrush Shipping LLC	2011	3.8
44	Woodstar	3369	Woodstar Shipping LLC	2008	6.0
45	Wren	3236	Wren Shipping LLC	2008	6.3

Appendix A

FORM OF ASSIGNMENT OF CHARTER

THIS ASSIGNMENT OF CHARTER, dated [●], 2014 (this "**Assignment**"), is made by [●] **SHIPPING LLC**, a limited liability company formed in the Republic of The Marshall Islands (the "**Assignor**"), to and in favor of **ABN AMRO CAPITAL USA LLC** as Security Trustee (the "**Assignee**", which expression includes its successors and assigns) for the Lenders and the Swap Banks. Capitalized terms used but not defined herein shall have the meaning assigned such terms in the Loan Agreement (as defined below).

WHEREAS:

1. The Assignor is the sole owner of the whole of the vessel [●] registered under the laws and flag of the Republic of The Marshall Islands, Official Number [●] (the "**Ship**").

2. The Assignor has chartered the Ship to [●], a [corporation incorporated] [limited liability company formed] [company organized] in [●] (the "**Charterer**"), pursuant to the terms of a [time] charter agreement dated [●] (as the same may be amended or supplemented from time to time, the "**Charter**") between the Assignor and the Charterer.

3. Pursuant to and subject to the conditions contained in a loan agreement dated as of October ___, 2014 (as the same may be amended or supplemented from time to time, the "**Loan Agreement**") among (i) Eagle Bulk Shipping, Inc. as borrower (the "**Borrower**"), (ii) the Guarantors named therein, including the Assignor, (iii) the banks and financial institutions named therein as lenders (together with their successors and assigns, the "**Lenders**"), (iv) the banks and financial institutions named therein as swap banks (together with their successors and assigns, the "**Swap Banks**"), (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as mandated lead arrangers, (vi) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as bookrunners, (vii) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as structuring banks, (viii) ABN AMRO Capital USA LLC as Agent (which expression includes its successors and assigns) and (ix) the Assignee as Security Trustee, the Lenders have agreed to make available to the Borrower term and revolving loan facilities (together, the "**Loan Facilities**") in the amounts described therein.

4. The Borrower may from time to time enter into one or more Master Agreements with one or more of the Swap Banks, pursuant to which the Borrower and such Swap Bank or Swap Banks may enter into Transactions (as such term is defined in said Master Agreements), each as evidenced by a Confirmation (as such term is defined in said Master Agreements), providing for, among other things, the payment of certain amounts by the Borrower to the Swap Banks to protect the Borrower against the risk of interest rate fluctuations in respect of the Loan Agreement (said Master Agreements and the respective Schedules thereto and any Confirmations exchanged thereunder, the "**Master Agreements**").It is one of the conditions precedent under the Loan Agreement to the availability of the Loan Facilities that the Assignor executes and delivers this Assignment in favor of the Assignee as security for the Secured Liabilities and the performance and observance of and compliance with the covenants, terms and conditions contained in the Finance Documents and the Master Agreements to which the Assignor is or is to be a party (collectively, the "**Obligations**").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

SECTION 1. Assignment. (a) As security for the Obligations, the Assignor hereby grants to the Assignee, for the benefit of the Lenders and the Swap Banks, a continuing, first priority security interest in and to all of the Assignor's right, title and interest in, to and under the following property, whether now owned or existing or hereafter from time to time acquired or coming into existence (collectively, the "**Collateral**"):

(i) the Charter;

(ii) all claims, rights, remedies, powers and privileges for moneys due and to become due to the Assignor pursuant to the Charter;

(iii) all claims, rights, remedies, powers and privileges for failure of the Charterer to meet any of its obligations under the Charter;

(iv) the right to make all waivers, consents and agreements under the Charter;

(v) the right to give and receive all notices and other instruments or communications under the Charter;

(vi) the right to take such action, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Charter, or by law;

(vii) the right to do any and all other things whatsoever which the Assignor is, or may be, entitled to do under the Charter including, without limitation, termination of the Charter pursuant to the terms and conditions stated therein; and

(viii) any proceeds of the foregoing.

(b) Upon the payment and performance in full of the Obligations, the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to the Assignor. Upon any such termination, the Assignee will, at the Assignor's expense, execute and deliver to the Assignor such documents as the Assignor shall reasonably request to evidence such termination.

(c) For the avoidance of doubt, so long as no Event of Default has occurred and is continuing, the Assignor shall be entitled, subject to the other provisions of this Assignment and the other Finance Documents, to exercise its rights under the Charter.

SECTION 2. Notice and Consent. The Assignor hereby covenants and agrees that it will upon the execution and delivery of this Assignment:

(a) procure that notice of this Assignment in substantially the form of Annex A attached hereto shall be duly given to the Charterer; and

(b) use reasonable commercial efforts to cause the Charterer to execute a consent to this Assignment in the form of Annex B attached hereto (or such other form agreed between the Assignor and the Assignee).

SECTION 3. Assignor to Remain Liable. Anything herein contained to the contrary notwithstanding:

(a) The Assignor shall at all times remain fully liable under the Charter to perform all of the duties and obligations assumed by it thereunder to the same extent as if this Assignment had not been executed, and the Assignee shall have no obligation or liability under the Charter by reason of or arising out of this Assignment nor shall the Assignee be required or obligated in any manner to perform or fulfill any of the duties or obligations of the Assignor under or pursuant to the Charter or to make any payment or to make any inquiry as to the nature or sufficiency of any payment received by the Assignee or to present or file any claim or to take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times; and

(b) No notice, request or demand under the Charter shall be valid as against the Assignee unless and until a copy thereof is furnished to the Assignee.

SECTION 4. Event of Default. Upon the occurrence of an Event of Default and so long as such Event of Default shall be continuing:

(a) In addition to its rights under Clause 20.2 of the Loan Agreement, the Assignee shall have the right (but not the obligation) to assume the Assignor's position in the Charter and in such capacity perform the Assignor's obligations under the Charter and to exercise the Assignor's rights under the Charter;

(b) The Assignor shall forthwith, and the Assignee may at any time thereafter, instruct the Charterer to deliver directly to the Assignee copies of all notices and other instruments, certificates, reports and communications required or permitted to be given or made by the Charterer to the Assignor pursuant to the Charter; and

(c) The Assignor shall do or permit to be done each and every act or thing which the Assignee may from time to time reasonably require to be done for the purpose of enforcing the Assignee's rights under this Assignment and the Charter.

SECTION 5. Assignee Appointed Attorney-in-Fact. (a) The Assignor hereby constitutes the Assignee, its successors and assigns, its true and lawful attorney, irrevocably, with full power of substitution (in the name of the Assignor), upon the occurrence of an Event of Default and so long as such Event of Default shall be continuing, to carry out the provisions of this Assignment and to take any action and execute any instruments which the Assignee may deem necessary or advisable to accomplish the purposes hereof, including without limitation, to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or institute any proceedings which the Assignee may deem necessary or advisable in the premises, including, without limitation, termination of the Charter to the extent permitted by the terms thereof.

(b) The Assignor hereby further authorizes the Assignee to file Financing Statements (including Form UCC-l and UCC-3) and amendments thereto as provided in Article 9 of the Uniform Commercial Code, and any other instrument of like effect, as the Assignee may reasonably deem necessary in connection with the perfection of the Assignee's security interest in the Collateral.

(c) The powers and authority granted to the Assignee herein have been given for valuable consideration, are coupled with an interest and are hereby declared to be irrevocable.

SECTION 6. No Waiver. No failure on the part of the Assignee to exercise, and no delay in exercising, any right, remedy, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise by the Assignee of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies of the Assignee under this Assignment are cumulative and may be exercised (where possible to do so) singly, concurrently, successively and/or in conjunction with or apart from and without prejudice to any other rights and remedies available to the Assignee under the other Loan Documents or the Master Agreements and are not exclusive of any rights or remedies provided by law.

SECTION 7. Further Assurances. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee and at the reasonable expense of the Assignor, it shall promptly and duly execute and deliver any and all such further instruments and documents as the Assignee may deem necessary in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

SECTION 8. Amendments. No amendment or waiver of any provision of this Assignment, nor consent to any departure by the Assignor herefrom, shall be effective unless the same shall be in writing and signed by the Assignor and the Assignee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 9. Notices. Any notice, demand or other communication to be given under, or for the purpose of this Assignment shall be made as provided in Clause 29 of the Loan Agreement.

SECTION 10. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD FOR ITS CONFLICT OF LAWS PRINCIPLES).

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Charter on the date first above written.

[●] SHIPPING LLC, as Assignor

By: _____
Name:
Title:

NOTICE OF ASSIGNMENT

To: [●], as Charterer
[Address]

PLEASE TAKE NOTICE that, pursuant to an Assignment of Charter dated [●], 2014 (the "**Assignment**") made by the undersigned to and in favor of ABN AMRO Capital USA LLC as Security Trustee (the "**Assignee**"), the undersigned has granted to the Assignee a continuing, first priority security interest in and to all of the undersigned's right, title and interest in, to and under the Time Charter dated [●] (the "**Charter**") between the undersigned as Owner and [●] as charterer (the "**Charterer**") for the Marshall Islands registered vessel [●] (the "**Ship**"), including without limitation:

(i) all claims, rights, remedies, powers and privileges for moneys due and to become due to the undersigned pursuant to the Charter;

(ii) all claims, rights, remedies, powers and privileges for failure of the Charterer to meet any of its obligations under the Charter;

(iii) the right to make all waivers, consents and agreements under the Charter;

(iv) the right to give and receive all notices and other instruments or communications under the Charter;

(v) the right to take such action, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Charter, or by law;

(vi) the right to do any and all other things whatsoever which undersigned is, or may be, entitled to do under the Charter including, without limitation, termination of the Charter pursuant to the terms and conditions stated therein; and

(vii) any proceeds of the foregoing.

As from the date hereof and so long as the Assignment is in effect, you are hereby irrevocably authorized and instructed to pay all amounts from time to time due and payable to, or receivable by, the undersigned under the Charter to our account as follows:

Bank:	Wells Fargo Bank NA, San Francisco, CA
ABA No.	121000248
Swift Code:	WFBIUS6S
Account No:	4122099799
Beneficiary:	ABN AMRO Capital USA LLC
Ref:	Eagle Bulk Shipping Inc.,

or to such other account as the Assignee may direct by notice in writing to you from time to time, all such payments to be made in immediately available funds by wire transfer on the day when such payment is due in accordance with the terms of the Charter.

Please confirm your consent to the Assignment by executing and returning the Consent and Agreement attached below.

Dated: [●], 2014

[●] SHIPPING LLC

By: _____
Name:
Title:

CONSENT AND AGREEMENT

TO: ABN AMRO Capital USA LLC, as Security Trustee
100 Park Avenue, 17th Floor
New York, NY 10017
Attention: Wudasse Zaudou

The undersigned refers to the notice (the "**Notice**") given to them by [●] Shipping LLC (the "**Assignor**") in respect of the Assignment of Charter dated [●], 2014 (the "**Assignment**") made by the Assignor to and in favor of you (the "**Assignee**"). Capitalized terms used but not defined herein shall have the meaning assigned such terms in the Notice.

The undersigned, as Charterer, in consideration of one dollar ($1.00) lawful money of the United States of America paid to it, hereby acknowledges receipt of the Notice, consent and agrees to the Assignment and to all of the respective terms thereof and hereby confirm and further agrees that:

(a) The Charter is in full force and effect and is the legal, valid and binding obligation of the undersigned, enforceable against it in accordance with its terms.

(b) As from the date hereof and so long as the Assignment is in effect, the undersigned will pay all amounts from time to time due and payable to, or receivable by, the Assignor under the Charter to the Assignor's account as follows:

Bank:	Wells Fargo Bank NA, San Francisco, CA
ABA No.	121000248
Swift Code:	WFBIUS6S
Account No:	4122099799
Beneficiary:	ABN AMRO Capital USA LLC
Ref:	Eagle Bulk Shipping Inc.,

or to such other account as the Assignee may direct by notice in writing to us from time to time, all such payments to be made in immediately available funds by wire transfer on the day when such payment is due in accordance with the terms of the Charter.

(c) Upon receipt by the undersigned of notice from the Assignee that an event of default has occurred and is continuing in respect of the Assignment:

(i) the undersigned acknowledges and agrees that the Assignee shall have the right but not the obligation to perform the Assignor's obligations under the Charter and to exercise the Assignor's rights under the Charter;

(ii) the undersigned shall deliver to the Assignee at its address above copies of all notices and other instruments, certificates, reports and communications required or permitted to be given or made to the Assignor pursuant to the Charter; and

(iii) the undersigned shall fully cooperate with the Assignee in exercising rights available to the Assignee under the Assignment.

This Consent and Agreement shall be governed by the laws of the State of New York and may be relied on by the Assignor and the Assignee.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has caused this Consent and Agreement to be duly executed.

Dated: [●], 2014

[●], as Charterer

By: _____
Name:
Title:

Appendix B

FORM OF COMPLIANCE CERTIFICATE

EAGLE BULK SHIPPING INC.
477 Madison Avenue
New York, NY 10022

Via Courier

ABN AMRO Capital USA LLC
100 Park Avenue, 17th Floor
New York, NY 10017
Attention: Wudasse Zaudou

Date: [●]

Dear Sirs:

Compliance Certificate for the [Three] [Twelve] month Period Ended [●] (the "**Reporting Period**")

This Compliance Certificate is being delivered to you in connection with the Loan Agreement dated as of October [●], 2014 (as amended or supplemented, the "**Loan Agreement**") among (i) Eagle Bulk Shipping Inc. as borrower (the "**Borrower**"), (ii) the companies listed in Schedule 8 thereto as joint and several guarantors (the "**Guarantors**"), (iii) the banks and financial institutions named therein as Lenders, (iv) the banks and financial institutions listed therein as Swap Banks, (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC, as Bookrunners and Mandated Lead Arrangers, (vi) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as Structuring Banks and (vii) ABN AMRO Capital USA LLC as Agent (in such capacity, the "**Agent**") and Security Trustee. Capitalized terms not otherwise defined herein shall have the meaning provided for in the Loan Agreement.

I am the [Chief Financial Officer] of the Borrower and in such capacity I hereby certify to the Agent that:

1. Attached hereto are:

   (a) a true, correct and complete copy of the [unaudited][1] [audited][2] consolidated financial statements for the Borrower and its subsidiaries for the Reporting Period.

   (b) Cash flow projections, together with supporting documents for the Reporting Period[3].

   (c) [Two written appraisal reports showing the Fair Market Value of the Ships.][4]

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[1] To be prepared and delivered no later than 90 days after the end of each quarter of each Fiscal Year.
[2] To be prepared and delivered no later than 120 days after the end of each Fiscal Year.
[3] To be prepared [and delivered] 30 days prior to the beginning of each Fiscal Year.
[4] To be included with Certificate delivered with the second quarterly and annual financial statements.

2. I have reviewed such financial statements and they fairly present the financial condition and the results of operations of the Borrower and its subsidiaries for the Reporting Period.

3. As per the calculations in Annex A attached hereto:

(a) **Maximum leverage.** The ratio of Consolidated Funded Debt for the Reporting Period to Consolidated Total Capitalization for the Reporting Period was not more than 0.65:1.0;

(b) **Minimum Interest Coverage.** The Minimum Interest Coverage Ratio was not less than 2.50:1.00 for the [first] [second] [third] [fourth] quarter of the Reporting Period[5];

(c) **Minimum liquidity.** On the last day of the Reporting Period, the Borrower's Liquidity was not less than:

(i) [$20,000,000] [$500,000 for each of the Ships];[6] and

(d) **[Security Cover.** As at the date hereof and at all times during the accounting period covered by the financial statements referred to above, the Security Value (as evidenced by the appraisal reports delivered pursuant to paragraph 1(d) above) plus the net realizable value of any additional Collateral previously provided under Clause 15 of the Loan Agreement was not less than [150 percent of the Loan][7] [157.5 percent of the Loan][8] [165 percent of the Loan][9].] [to be included along with appraisal reports]

4. I have reviewed the Loan Agreement and each of the other Finance Documents and have made, or caused to be made under my supervision, a review in reasonable detail of the transactions contemplated by the Loan Agreement and each of the other Finance Documents for the accounting period covered by the financial statements referred to above, and such review has not disclosed the existence during or at the end of such accounting period of an Event of Default or of any Potential Event of Default or any other event which might adversely and materially affect any Security Party's ability to perform its obligations under the Loan Agreement or any of the other Finance Documents to which it is a party, and I do not have knowledge of the existence of any such event or condition as at the date of this Certificate [except [●] - **describe the event or condition, the period of its existence and what action is being taken to remedy the same**].

5. Each of the Security Parties is in compliance with all of the covenants set forth in the Loan Agreement and the other Finance Documents to which it is a party.

6. Except as otherwise previously disclosed, the representations and warranties stated in Clause 10 of the Loan Agreement (updated mutatis mutandis) are true and correct as of the date hereof.

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[5] Commencing on the last day of the first fiscal quarter ending on or after the first anniversary of the Effective Date and on the last day of each succeeding fiscal quarter.
[6] Insert the greater of the two figures.
[7] Before the second anniversary of the First Drawdown Date.
[8] On or after the second anniversary of the First Drawdown Date and prior to the third anniversary of the First Drawdown Date.
[9] At all times thereafter.

Name
Chief Financial Officer

1. **Maximum leverage.** The ratio of Consolidated Funded Debt for the Reporting Period to Consolidated Total Capitalization for the Reporting Period was not more than 0.65:1.0;

Actual = [●] to 1.00 based on:

Consolidated Funded Debt = $[●]

Consolidated Total Capitalization = $[●]

2. **Minimum liquidity.** On the last day of the Reporting Period, the Borrower maintained:

(i) [$20,000,000] [$500,000 for each of the Ships], in either case to be comprised of (A) at least 75% in cash held in the Liquidity Account and (B) no more than 25% 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.

Number of vessels x $500,000 = $[●]

Actual = [●]

3. **Minimum Interest Coverage.** The Minimum Interest Coverage Ratio was not less than 2.50:1.00 for the [first] [second] [third] [fourth] quarter of the Reporting Period[10].

Actual = [●] to 1.00 based on:

Trailing four quarter Consolidated EBITDA = $[●]

Trailing four quarter Consolidated Net Interest Expense = $[●]

4. **[Security Cover.** As at the date hereof and at all times during the accounting period covered by the financial statements referred to above, the Security Value (as evidenced by the appraisal report delivered pursuant to paragraph 1(d) above) plus the net realizable value of any additional Collateral previously provided under Clause 15 of the Loan Agreement was not less than [150 percent of the Loan][11] [157.5 percent of the Loan][**12**] [165 percent of the Loan][13].

Actual = [●]% based on:

Most recent Fair Market Value appraisal reports delivered to the Agent = $[●]

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[10] Commencing on the last day of the first fiscal quarter ending on or after the first anniversary of the Effective Date and on the last day of each succeeding fiscal quarter.
[11] Before the second anniversary of the First Drawdown Date.
[12] On or after the second anniversary of the First Drawdown Date and prior to the third anniversary of the First Drawdown Date.
[13] At all times thereafter.

Loan (aggregate principal amount outstanding) = $[●]

[Net Realizable Value of additional Collateral = $[●]]

PLEDGE AGREEMENT

(in respect of bank accounts)

__ October 2014

between

EAGLE BULK SHIPPING INC.
AND THE OTHER COMPANIES AS LISTED IN SCHEDULE 1

as Pledgors

and

ABN AMRO CAPITAL USA LLC

as Pledgee

LOYENS & LOEFF

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SCHEDULES

THIS PLEDGE AGREEMENT is dated __ October 2014 and made between:

(1) **THE COMPANIES LISTED IN SCHEDULE 1**, each a corporation or limited liability company, as the case may be, organised and existing under the laws of the Republic of the Marshall Islands;

each a **Pledgor**; and

ABN AMRO CAPITAL USA LLC, having its office at 100 Park Avenue, 17th Floor, New York, NY 10017 (in its capacity as Security Trustee for and on behalf of the Lenders, the Swap Banks and the Agent under the Finance Documents and/or in its capacity as sole creditor under each Parallel Debt, in all capacities, the **Pledgee**).

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 Capitalised terms used but not defined in this Agreement shall have the meaning given thereto in the Loan Agreement.

1.1.2 In this Agreement:

Accounts means any and all present and future bank accounts maintained by each Pledgor from time to time with the Account Bank, including such Pledgor's respective Earnings Account and the Liquidity Account.

Account Bank means ABN AMRO Bank N.V. with which any Pledgor (now or in the future) maintains an Account.

Account Right(s) means any and all rights and claims (*vorderingsrechten*) whether present or future, whether actual or contingent, of each Pledgor with respect to or against the Account Bank in respect of any Account maintained by such Pledgor or in respect of any other deposit made by such Pledgor with the Account Bank.

Agreement means this pledge agreement.

Enforcement Event means a default by any Security Party in the performance of the Secured Obligations (whether in whole or in part) provided that such default constitutes an Event of Default which is continuing.

Earnings Accounts means each account listed in Schedule 1 (Accounts) under the heading Earnings Accounts.

Liquidity Account means each account listed in Schedule 1 (Accounts) under the heading Liquidity Account.

Loan Agreement means the New York law loan agreement dated __ October 2014 between amongst others, Eagle Bulk Shipping Inc. as borrower, the companies, listed in schedule 8 thereto as joint and several guarantors, the banks and financial institutions listed in schedule 1 thereto as lenders, the banks and financial institutions listed in schedule 2 as swap banks, ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank, and CIT Finance LLC as mandated lead arrangers and as bookrunners, ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as structuring banks and ABN AMRO Capital USA LLC, as agent and as security trustee.

Party means a party to this Agreement.

Right of Pledge means a right of pledge created by this Agreement in accordance with Clause 2 (Creation of security).

Secured Obligations means any and all obligations and liabilities consisting of monetary payment obligations (*verbintenissen tot betaling van een geldsom*) of the Borrower and/or any Guarantor, whether present or future, whether actual or contingent, whether as primary obligor or as surety, whether for principal, interest, costs or otherwise under or in connection with each Parallel Debt (and if at the time of the creation of a Right of Pledge, or at any time thereafter, a Corresponding Debt owed to the Pledgee cannot be validly secured through a Parallel Debt, such Corresponding Debt itself shall be the Secured Obligation).

1.2 Interpretation

1.2.1 Unless a contrary indication appears, any reference in this Agreement to:

(a) a **Clause** or a **Schedule** shall, subject to any contrary indication, be construed as a reference to a clause or a schedule of this Agreement;

(b) this **Agreement**, the **Loan Agreement**, a **Master Agreement**, a **Finance Document** or any other agreement or instrument includes all amendments, supplements, novations, restatements or re-enactments (without prejudice to any prohibition thereto) however fundamental and of whatsoever nature thereunder and includes without limitation (i) any increase or reduction in any amount available under the Loan Agreement, a Master Agreement or any other Finance Documents (as amended, supplemented, novated, restated or re-enacted) or any alteration of or addition to the purpose for which any such amount, or increased or reduced amount may be used, (ii) any facility provided in substitution of or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing, and (iv) any combination of the foregoing, and the Secured Obligations include all of the foregoing;

(c) **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, partnership or other entity (whether or not having separate legal personality) or two or more of the foregoing;

(d) the **Pledgee**, any **Pledgor**, the **Account Bank** or any other **person** includes its successors in title, permitted assigns and permitted transferees; and

(e) a provision of law is a reference to that provision as amended or re-enacted.

1.2.2 Clause and Schedule headings are for ease of reference only. Schedules form an integral part of this Agreement.

1.2.3 An Enforcement Event shall constitute a *verzuim* (as meant in paragraph 1 of Section 3:248 of the Dutch Civil Code) in the performance of the Secured Obligations or any part thereof, without summons or notice of default (*aanmaning of ingebrekestelling*) being sent or required.

1.2.4 In this Agreement, words and expressions importing the singular shall, where the context permits or requires, include the plural and *vice versa* and words and expressions importing the masculine shall, where the context permits or requires, include the feminine and neuter and *vice versa*.

2 CREATION OF SECURITY

2.1 Right of pledge

Each Pledgor agrees with the Pledgee to create and creates in favour of the Pledgee, to the extent necessary in advance (*bij voorbaat*), a right of pledge (*pandrecht*) over each of its Account Rights as security for the Secured Obligations.

2.2 Perfection

2.2.1 Each Pledgor shall notify the Account Bank of each Right of Pledge by serving a notice substantially in the relevant form attached as Schedule 2 (Forms of Notice of Pledge) on the date of this Agreement.

2.2.2 Each Pledgor shall return the notice referred to in Clauses 2.2.1 duly acknowledged by the Account Bank within 5 Business Days from the date of notification.

2.3 General

2.3.1 Each Right of Pledge includes all accessory rights (*afhankelijke rechten*) and all ancillary rights (*nevenrechten*) attached to the Account Rights.

2.3.2 Each Right of Pledge is in addition to, and shall not in any way be prejudiced by any other security (whether by contract or statute) now or subsequently held by any Creditor Party. The rights of the Pledgee under this Agreement are in addition to and not in lieu of those provided by law.

2.3.3 In accordance with paragraph 1 of Section 3:246 of the Dutch Civil Code, only the Pledgee is entitled to collect and receive payment of the Account Rights which are subject to a Right of Pledge and to exercise all rights of a Pledgor towards the Account Bank. Without prejudice to its entitlement to collect and receive payment and to exercise its rights, the Pledgee authorises, until further notice, the relevant Pledgor to withdraw and transfer monies from the Accounts (other than the Liquidity Account), all in accordance with the relevant provisions of the Loan Agreement.

3 REPRESENTATIONS AND WARRANTIES

3.1.1 Each Pledgor makes the representations and warranties in this Clause 3 in respect of such Pledgor's Account Rights existing on the date the representations or warranties are made.

3.1.2 On the date of this Agreement and on the date future Account Rights arise:

(a) subject to any right of pledge arising from the general banking conditions (*algemene bankvoorwaarden*), each Right of Pledge is a first ranking right of pledge (*pandrecht eerste in rang*);

(b) its Account Rights have not been transferred, assigned, pledged, made subject to a limited right (*beperkt recht*) or otherwise encumbered (in advance (*bij voorbaat*)) to any person;

(c) it is entitled (*beschikkingsbevoegd*) to pledge its Account Rights;

(d) its Account Rights are capable of being transferred, assigned and pledged; and

(e) its Account Rights are not subject to any attachment.

4 UNDERTAKINGS

4.1 General

The undertakings in this Clause 4 remain in force from the date of this Agreement until each Right of Pledge is terminated in respect of all Pledgors in accordance with Clause 7 (Termination).

4.2 Account Rights

Unless explicitly permitted under the Loan Agreement, without the prior written consent of the Pledgee, no Pledgor shall:

(a) transfer, assign, pledge, make subject to a limited right (*beperkt recht*) or otherwise encumber its Account Rights;

(b) release (*kwijtschelden*) or waive (*afstand doen van*) any of its Account Rights;

(c) waive any accessory rights (*afhankelijke rechten*) or ancillary rights (*nevenrechten*) attached to its Account Rights;

(d) agree with a court composition or an out-of-court composition (*gerechtelijk of buitengerechtelijk akkoord*) or enter into any settlement agreement in respect of its Account Rights; or

(e) perform any act which adversely affects or may adversely affect its Account Rights or any Right of Pledge.

4.3 Information

4.3.1 Each Pledgor shall promptly inform the Pledgee of an occurrence of an event that may be relevant to the Pledgee with respect to its Account Rights or adversely affects or may adversely affect any Right of Pledge.

4.3.2 Each Pledgor shall promptly notify in writing, at its own cost, the existence of this Agreement and each Right of Pledge to any court process server (*deurwaarder*), bankruptcy trustee (*curator*), administrator (*bewindvoerder*) or similar officer in any jurisdiction or to any other person claiming to have a right to its Account Rights, and shall promptly send to the Pledgee a copy of the relevant correspondence.

5 ENFORCEMENT

5.1 Enforcement

Upon the occurrence of an Enforcement Event, the Pledgee shall have the right to enforce any Right of Pledge in accordance with Dutch law and any other applicable law and may take all (legal) steps and measures which it deems necessary or desirable for that purpose.

5.2 Enforcement waivers

5.2.1 The Pledgee shall not be obliged to give notice of a sale of any Account Rights to any Pledgor, debtors, holders of a limited right (*beperkt recht*) or persons who have made an attachment (*beslag*) on any of the Account Rights (as provided in Sections 3:249 and 3:252 of the Dutch Civil Code).

5.2.2 Each Pledgor waives its right to make a request to the court:

(f) to determine that its Account Rights shall be sold in a manner deviating from the provisions of Section 3:250 of the Dutch Civil Code (as provided in paragraph 1 of Section 3:251 of the Dutch Civil Code); and

(g) to collect and receive payment of its Account Rights after a Right of Pledge has been disclosed or as relevant, the authorisation has been terminated in accordance with Clause 2.2 (Perfection) (as provided in paragraph 4 of Section 3:246 of the Dutch Civil Code).

5.2.3 Each Pledgor waives its right to demand that the Pledgee:

(h) shall first enforce any security granted by any other person, pursuant to Section 3:234 of the Dutch Civil Code;

(i) shall first proceed against or claim payment from any other person or enforce any guarantee, before enforcing any Right of Pledge; and

(j) pays for costs which a Pledgor has made in respect of its Account Rights pursuant to paragraph 2 of Section 3:233 of the Dutch Civil Code.

5.2.4 Each Pledgor waives its right (a) to set-off (*verrekenen*) its claims (if any) against the Pledgee under or in connection with this Agreement against the Secured Obligations and (b) if it has granted security for any other person's obligations, to invoke the suspension or the termination of its liability for any Secured Obligations pursuant to Section 6:139 of the Dutch Civil Code.

5.3 Application of monies

Subject to the mandatory provisions of Dutch law on enforcement, all monies received or realised by the Pledgee in connection with the enforcement of any Right of Pledge or collection of any of the Account Rights following an Enforcement Event shall be applied by the Pledgee in accordance with the relevant provisions of the Loan Agreement.

6 FURTHER ASSURANCES AND POWER OF ATTORNEY

6.1 Further assurances

6.1.1 The Pledgee is entitled to present this Agreement and any other document pursuant to this Agreement for registration to any office, registrar or governmental body (including the Dutch tax authorities) in any jurisdiction.

6.1.2 If no valid right of pledge is created pursuant to this Agreement in respect of any Account Right, each Pledgor irrevocably and unconditionally undertakes to pledge to the Pledgee such Account Right as soon as it becomes available for pledging, by way of supplemental agreements or deeds or other instruments on the same (or similar) terms of this Agreement.

6.1.3 Each Pledgor shall at its own reasonable cost execute any instrument, provide such assurances and do all acts and things as may be necessary for:

(k) perfecting, preserving or protecting any Right of Pledge created (or intended to be created) by, or any of the rights of the Pledgee under this Agreement;

(l) exercising any power, authority or discretion vested in the Pledgee under this;

(m) ensuring that any Right of Pledge and any obligations of such Pledgor under this Agreement shall inure to the benefit of any successor, transferee or assignee of the Pledgee; or

(n) facilitating the collection of any of its Account Rights or the enforcement of a Right of Pledge or any part thereof in the manner contemplated by this Agreement.

6.2 Recourse claims and subrogated claims

6.2.1 No rights of subrogation accrue to a Pledgor.

6.2.2 Each Pledgor agrees that any conditional or unconditional claim which that Pledgor may be entitled to bring in recourse against another Security Party (including any claim pursuant to Section 6:13 of the Dutch Civil Code) and any subrogation right which have accrued notwithstanding Clause 6.2.1 (the **Recourse and Subrogation Claims**) is subordinated now, respectively from the moment such Recourse and Subrogation Claim comes into existence, to all present and future claims that the Pledgee may have or acquire against a Pledgor in connection with the obligations under this Agreement any other Finance Document.

6.2.3 Unless otherwise directed by the Pledgee, each Pledgor agrees that the Recourse and Subrogation Claims cannot be set-off and cannot become due and payable until all Secured Obligations have been fully and unconditionally discharged.

6.2.4 As security for the Secured Obligations, each Pledgor agrees to pledge and pledges, to the extent necessary in advance, in favour of the Pledgee all of its rights pursuant to the Recourse and Subrogation Claims. Each Pledgor represents that it is authorised to grant such right of pledge and that each right of pledge has been notified to it in its capacity as debtor in respect of any Recourse and Subrogation Claim.

6.3 Power of attorney

6.3.1 Each Pledgor irrevocably and unconditionally appoints the Pledgee as its attorney (*gevolmachtigde*) for as long as any of the Secured Obligations are outstanding for the purposes of doing in its name all acts and executing, signing and (if required) registering in its name all documents which such Pledgor itself could do, execute, sign or register in relation to any of its Account Rights or this Agreement.

6.3.2 It is expressly agreed that the appointment under Clause 6.3.1 will only be exercised by the Pledgee if a Pledgor has not acted in accordance with the provisions of this Agreement, and is given with full power of substitution and also applies to any situation where the Pledgee acts as such Pledgor's counterparty (*Selbsteintritt*) within the meaning of Section 3:68 of the Dutch Civil Code or as a representative of a Pledgor's counterparty.

7 TERMINATION

7.1 Continuing

7.1.1 Each Right of Pledge shall remain in full force and effect, until all Secured Obligations have been irrevocably and unconditionally paid in full (to the Pledgee's satisfaction), unless terminated by the Pledgee pursuant to Clause 7.2 (Termination by Pledgee).

7.1.2 In case a Right of Pledge is terminated, the Pledgee shall promptly at the request and expense of the relevant Pledgor provide written evidence to the relevant Pledgor to that effect.

7.2 Termination by Pledgee

The Pledgee is entitled to terminate by notice (*opzeggen*) or waive (*afstand doen*) a Right of Pledge, in respect of all or part of the Account Rights, all or part of the Secured Obligations and in respect of any or all of the Pledgors. Each Pledgor agrees in advance to any waiver (*afstand van recht*) granted by the Pledgee under this Clause 7.2.

8 ASSIGNMENT

8.1 No assignment – Pledgors

The rights and obligations of a Pledgor under this Agreement cannot be transferred, assigned or pledged, all in accordance with Section 3:83 (2) of the Dutch Civil Code.

8.2 Assignment – Pledgee

The Pledgee may transfer, assign or pledge any of its rights and obligations under this Agreement in accordance with the Loan Agreement and each Pledgor, to the extent legally required, irrevocably cooperates or consents in advance (*verleent bij voorbaat medewerking of geeft bij voorbaat toestemming*) to such transfer, assignment or pledge. If the Pledgee transfers, assigns or pledges its rights under the Secured Obligations (or a part thereof), each Pledgor and the Pledgee agree that each Right of Pledge shall follow *pro rata parte* the transferred, assigned or pledged rights under the Secured Obligations (as an ancillary right (*nevenrecht*) to the relevant transferee, assignee or pledgee).

9 NOTICES

Any communication to be made under or in connection with this Agreement shall be made in accordance with the relevant provisions of the Loan Agreement.

10 MISCELLANEOUS

10.1 Costs

All costs, charges, expenses and taxes in connection with this Agreement shall be payable by the Pledgors in accordance with the relevant provisions of the Loan Agreement.

10.2 Evidence of debt

As to the existence and composition of the Secured Obligations, a written statement by the Pledgee made in accordance with its books shall, save for manifest error, constitute conclusive evidence (*dwingend bewijs*). In the event of a disagreement with respect thereto, this does not affect the right of enforcement or collection under this Agreement.

10.3 No liability Pledgee

Except for its gross negligence (*grove nalatigheid*) or wilful misconduct (*opzet*), the Pledgee shall not be liable towards any Pledgor for not (or not completely) collecting, recovering or selling any of the Account Rights or any loss or damage resulting from any collection, recovery or sale of any of the Account Rights or arising out of the exercise of or failure to exercise any of its powers under this Agreement or for any other loss of any nature whatsoever in connection with any of the Account Rights or this Agreement.

10.4 Severability

10.4.1 If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction that shall not affect:

(o) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(p) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

10.4.2 Each Pledgor and the Pledgee shall negotiate in good faith to replace any provision of this Agreement which may be held unenforceable with a provision which is enforceable and which is as similar as possible in substance to the unenforceable provision.

10.5 No rescission

Each Pledgor waives, to the fullest extent permitted by law, its rights to rescind (*ontbinden*) this Agreement, to suspend (*opschorten*) any of its obligations or liability under this Agreement, or to nullify (*vernietigen*) this Agreement on any ground under Dutch law or under any other applicable law.

10.6 No waiver

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

10.7 Amendment

This Agreement shall not be amended except in writing.

10.8 Counterparts

This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

11 ACCEPTANCE

The Pledgee accepts each Right of Pledge and all terms, waivers, authorities and powers pursuant to this Agreement.

12 GOVERNING LAW AND JURISDICTION

12.1 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it, are governed by Dutch law.

12.2 Jurisdiction

12.2.1 The court (*rechtbank*) of Amsterdam, the Netherlands has exclusive jurisdiction to settle at first instance any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a **Dispute**).

12.2.2 Each Party agrees that the court (*rechtbank*) of Amsterdam, the Netherlands is the most appropriate and convenient court to settle Disputes and accordingly no Party will argue to the contrary.

12.2.3 This Clause 12.2 is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

12.3 Acceptance governing law power of attorney

If a Party is represented by an attorney in connection with the execution of this Agreement or any agreement or document pursuant this Agreement:

(q) the existence and extent of the authority of; and

(r) the effects of the exercise or purported exercise of that authority by,

that attorney is governed by the law designated in the power of attorney pursuant to which that attorney is appointed and such choice of law is accepted by the other Parties.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Remainder of page intentionally left blank

Signature page(s) follow

Schedule 1

THE PLEDGORS

1. Eagle Bulk Shipping Inc.
2. Avocet Shipping LLC
3. Bittern Shipping LLC
4. Canary Shipping LLC
5. Cardinal Shipping LLC
6. Condor Shipping LLC
7. Crane Shipping LLC
8. Crested Eagle Shipping LLC
9. Crowned Eagle Shipping LLC
10. Egret Shipping LLC
11. Falcon Shipping LLC
12. Gannet Shipping LLC
13. Golden Eagle Shipping LLC
14. Goldeneye Shipping LLC
15. Grebe Shipping LLC
16. Harrier Shipping LLC
17. Hawk Shipping LLC
18. Ibis Shipping LLC
19. Imperial Eagle Shipping LLC

20. Jaeger Shipping LLC
21. Jay Shipping LLC
22. Kestrel Shipping LLC
23. Kingfisher Shipping LLC
24. Kite Shipping LLC
25. Kittiwake Shipping LLC
26. Martin Shipping LLC
27. Merlin Shipping LLC
28. Nighthawk Shipping LLC
29. Oriole Shipping LLC
30. Osprey Shipping LLC
31. Owl Shipping LLC
32. Peregine Shipping LLC
33. Petrel Shipping LLC
34. Puffin Shipping LLC
35. Redwing Shipping LLC
36. Roadrunner Shipping LLC
37. Sandpiper Shipping LLC
38. Shrike Shipping LLC
39. Skua Shipping LLC
40. Sparrow Shipping LLC
41. Stellar Eagle Shipping LLC
42. Tern Shipping LLC

43. Trasher Shipping LLC

44. Thrush Shipping LLC

45. Woodstar Shipping LLC

46. Wren Shipping LLC

Schedule 2

ACCOUNTS

Earnings Account

Pledgor:	Eagle Bulk Shipping Inc.
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0629481164
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Avocet Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627049370
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Bittern Shipping LLC.
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627061710
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Canary Shipping LLC.
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627068960
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Cardinal Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627074804
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Condor Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627111564
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
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Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Crane Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627125867
Currency:	$
Contact person:	Martijn M. van den Berg
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Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Crested Eagle Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627137482
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Crowned Eagle Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627138772
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
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Pledgor:	Egret Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627138802
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
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Pledgor:	Falcon Shipping LLC.
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627154077
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Gannet Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627179576
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Golden Eagle Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627188966
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Goldeneye Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627199518
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Grebe Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627354866
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
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Pledgor:	Harrier Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627355587
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Hawk Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627359795
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Ibis Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627381421
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Imperial Eagle Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627384099
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Jaeger Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627411983
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Jay Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627412637
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Kestrel Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627422217
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Kingfisher Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627445179
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Kite Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627452124
Currency:	$
Contact person:	Martijn M. van den Berg
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Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Kittiwake Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627457487
Currency:	$
Contact person:	Martijn M. van den Berg
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Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Martin Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627467741
Currency:	$
Contact person:	Martijn M. van den Berg
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Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Merlin Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627467997
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Nighthawk Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627472168
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
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Pledgor:	Oriole Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627477828
Currency:	$
Contact person:	Martijn M. van den Berg
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Pledgor:	Osprey Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627483208
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
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Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Owl Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627217257
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
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Pledgor:	Peregine Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627228267
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Petrel Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627232515
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Puffin Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627242502
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
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Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Redwing Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627248128
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
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Pledgor:	Roadrunner Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627258786
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Sandpiper Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627262910
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Shrike Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627268374
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Skua Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627269346
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Sparrow Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627273378
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Stellar Eagle Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627274161
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Tern Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627283810
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Trasher Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627294677
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Thrush Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627324657
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Woodstar Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627325211
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Pledgor:	Wren Shipping LLC
Name financial institution:	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0627337090
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Liquidity Account

Pledgor:	Eagle Bulk Shipping Inc.
Name financial institution	ABN AMRO Bank N.V.
IBAN:	NL39ABNA0605737398
Currency:	$
Contact person:	Martijn M. van den Berg
Address:	Coolsingel 93, 3012 AE, Rotterdam, The Netherlands
Telephone:	+31 (010) – 401 6876
Email:	Martijn.m.van.den.berg@nl.abnamro.com

Schedule 3

NOTICE OF PLEDGE – ACCOUNT BANK

To: ABN AMRO Bank N.V.
[ADDRESS]

From: [THE NAME OF THE PLEDGOR]

Copy to: ABN AMRO Bank Capital LLC (the **Pledgee**)
100 Park Avenue, 17th Floor
New York, NY 10017
The United of States

Dear Sirs,

We give you notice that by a security agreement dated __ October 2014 (the **Agreement**), we have granted a right of pledge (*pandrecht*) over any present and future right, claim and receivable in respect of our bank accounts with you, including the bank accounts as listed in Schedule 2 of this notice of pledge (the **Accounts**), in favour of the Pledgee.

Until further notice in writing by the Pledgee, you are authorised to continue to carry out our payment instructions in connection with the Accounts. The Pledgee will inform you in writing if such authorisation is terminated. Upon receipt of such notice, you will take the necessary actions to ensure that the relevant Account is blocked immediately and carry out payment instructions of the Pledgee only in connection with the Accounts.

This notice is governed by Dutch law.

Yours faithfully,

Place_____, date_____

[THE NAME OF THE PLEDGOR]

_____	_____
Name:	Name:
Title:	Title:

By acknowledgement of this notice, you undertake, until the full and final discharge of the Secured Liabilities (as defined under the Agreement) or termination of the Right of Pledge (as defined under the Agreement) in accordance with clause 7.2 of the Agreement, for the benefit of the Pledgee not to exercise your rights of pledge and set-off, including under article 24 and 25 of the general banking conditions (*Algemene Bankvoorwaarden*), in respect of the Accounts, other than for the purpose of the operation of any form of cash management (including but not limited to any netting and/or cash pooling arrangement in accordance with the terms thereof) and in respect of unpaid fees, interest and expenses in respect of the Accounts.

ABN AMRO BANK N.V.

_____	_____
Name:	Name:
Title:	Title:
Date:	Date:

SIGNATURE PAGE

Pledgee

Place_____, date_____

ABN AMRO Bank Capital USA LLC

_____
Name:
Title:

_____
Name:
Title:

Pledgor

Place_____, date_____

Eagle Bulk Shipping Inc.

_____
Name:
Title:

_____
Name:
Title:

Place_____, date_____

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
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
Kingfisher Shipping LLC
Kite Shipping LLC
Kittiwake Shipping LLC
Martin Shipping LLC
Merlin Shipping LLC
Nighthawk Shipping LLC
Oriole Shipping LLC
Osprey Shipping LLC
Owl Shipping LLC
Peregine 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
Trasher Shipping LLC
Thrush Shipping LLC
Woodstar Shipping LLC
Wren Shipping LLC

By: Eagle Bulk Shipping Inc., as sole member of each Guarantor

_____
Name:
Title:

FORM OF EARNINGS ASSIGNMENT

THIS ASSIGNMENT OF EARNINGS, dated October ___, 2014 (this "**Assignment**"), is made by [●] **SHIPPING LLC**, a limited liability company formed in the Republic of The Marshall Islands (the "**Assignor**"), to and in favor of **ABN AMRO CAPITAL USA LLC** as Security Trustee (the "**Assignee**", which expression includes its successors and assigns) for the Lenders and the Swap Banks. Capitalized terms used but not defined herein shall have the meaning assigned such terms in the Loan Agreement (as defined below).

WHEREAS:

1. The Assignor is the sole owner of the whole of the vessel [●] registered under the laws and flag of the Republic of The Marshall Islands, Official Number [●] (the "**Ship**").

2. Pursuant to and subject to the conditions contained in a loan agreement dated as of October ___, 2014 (as the same may be amended or supplemented from time to time, the "**Loan Agreement**") among (i) Eagle Bulk Shipping, Inc. as borrower (the "**Borrower**"), (ii) the Guarantors named therein, including the Assignor, (iii) the banks and financial institutions named therein as lenders (together with their successors and assigns, the "**Lenders**"), (iv) the banks and financial institutions named therein as swap banks (together with their successors and assigns, the "**Swap Banks**"), (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as mandated lead arrangers, (vi) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as bookrunners, (vii) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as structuring banks, (viii) ABN AMRO Capital USA LLC as Agent (which expression includes its successors and assigns) and (ix) the Assignee as Security Trustee, the Lenders have agreed to make available to the Borrower term and revolving loan facilities (together, the "**Loan Facilities**") in the amounts described therein.

3. The Borrower may from time to time enter into one or more Master Agreements with one or more of the Swap Banks, pursuant to which the Borrower and such Swap Bank or Swap Banks may enter into Transactions (as such term is defined in said Master Agreements), each as evidenced by a Confirmation (as such term is defined in said Master Agreements), providing for, among other things, the payment of certain amounts by the Borrower to the Swap Banks to protect the Borrower against the risk of interest rate fluctuations in respect of the Loan Agreement (said Master Agreements and the respective Schedules thereto and any Confirmations exchanged thereunder, the "**Master Agreements**").

4. It is one of the conditions precedent under the Loan Agreement to the availability of the Loan Facilities that the Assignor executes and delivers this Assignment in favor of the Assignee as security for the Secured Liabilities and the performance and observance of and compliance with the covenants, terms and conditions contained in the Finance Documents and the Master Agreements to which the Assignor is or is to be a party (collectively, the "**Obligations**").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

SECTION 1. Assignment. (a) As security for the Obligations, the Assignor hereby grants to the Assignee, for the benefit of the Lenders and the Swap Banks, a continuing, first priority security interest in and to all of the Assignor's right, title and interest in, to and under the following property, whether now owned or existing or hereafter from time to time acquired or coming into existence (collectively, the "**Collateral**"):

(i) all freight, hire and passage moneys, compensation payable to the undersigned in the event of requisition of the Ship for hire, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach (or payments for variation or termination) of any charterparty or other contract for the employment of the Ship;

(ii) all moneys which are at any time payable under insurances in respect of loss of earnings;

(iii) if and whenever the Ship is employed on terms whereby any moneys falling within paragraphs (i) or (ii) above are pooled or shared with any other person, that proportion of the net receipts of the relevant pooling or sharing arrangement which is attributable to the Ship;

(iv) all compensation or other moneys payable by reason of any requisition (whether or not for title) of the Ship by or on behalf of any government or other authority (other than by way of requisition for hire for a fixed period not exceeding one year without any right to an extension); and

(v) any proceeds of any of the foregoing.

(b) Upon the payment and performance in full of the Obligations, the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to the Assignor. Upon any such termination, the Assignee will, at the Assignor's expense, execute and deliver to the Assignor such documents as the Assignor shall reasonably request to evidence such termination.

SECTION 2. Notice. The Assignor hereby covenants and agrees that it will:

(a) procure that notice of this Assignment in substantially the form of Annex A attached hereto shall be duly given to each person who becomes a party with the Assignor in respect of the Ship to any charter or contract of affreightment or other contractual relationship with the Assignor in respect of the Ship and to any other person (including, without limitation, the Assignor's agents and representatives) who may receive or have control of any of the Collateral; and

(b) use commercially reasonable efforts to cause each such person to whom such notice is given to provide consent to this Assignment where the consent of any such person is required pursuant to any such charter or contract of affreightment or other contractual relationship with the Assignor.

SECTION 3. Assignor to Remain Liable. Anything herein contained to the contrary notwithstanding, the Assignee, and its respective successors and assigns, shall have no obligation or liability by reason of or arising out of this Assignment under any agreement, including without limitation under any charter or contract of affreightment, pooling agreement or other contract for the transportation of cargo, shall not be required or obligated in any manner to perform or fulfill any obligations of the Assignor under or pursuant to any agreement, including without limitation under any charter or contract of affreightment, pooling agreement or other contract for the transportation of cargo, or to make any payment or to make any inquiry as to the nature or sufficiency of any payment received by it or to present or file any claim or to take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times.

SECTION 4. Assignee Appointed Attorney-in-Fact. (a) The Assignor hereby constitutes the Assignee, its successors and assigns, its true and lawful attorney, irrevocably, with full power (in the name of the Assignor), upon the occurrence of an Event of Default and so long as such Event of Default shall be continuing, to carry out the provisions of this Assignment and to take any action and execute any instruments which the Assignee may deem necessary to accomplish the purposes hereof, including without limitation, to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or institute any proceedings which the Assignee may deem necessary in the premises.

(b) The Assignor hereby further authorizes the Assignee to file financing statements (including Form UCC-l and UCC-3) and amendments thereto as provided in Article 9 of the UCC, and any other instrument of like effect, as the Assignee may reasonably deem necessary in connection with the perfection of the Assignee's security interest in the Collateral.

(c) The powers and authority granted to the Assignee herein have been given for valuable consideration, are coupled with an interest and are hereby declared to be irrevocable.

SECTION 5. No Waiver. No failure on the part of the Assignee to exercise, and no delay in exercising, any right, remedy, power or privilege shall operate as waiver thereof, nor shall any single or partial exercise by the Assignee of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies of the Assignee under this Assignment are cumulative and may be exercised (where possible to do so) singly, concurrently, successively and/or in conjunction with or apart from and without prejudice to any other rights and remedies available to the Assignee under the other Finance Documents or the Master Agreements and are not exclusive of any rights or remedies provided by law.

SECTION 6. Further Assurances. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee and at the reasonable expense of the Assignor, it shall promptly and duly execute and deliver any and all such further instruments and documents as the Assignee may deem necessary in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

SECTION 7. Amendments. No amendment or waiver of any provision of this Assignment, nor consent to any departure by the Assignor herefrom, shall be effective unless the same shall be in writing and signed by the Assignor and the Assignee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 8. Notices. Any notice, demand or other communication to be given under, or for the purpose of this Assignment shall be made as provided in Clause 29 of the Loan Agreement.

SECTION 9. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD FOR ITS CONFLICT OF LAWS PRINCIPLES).

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Earnings on the date first above written.

[●] SHIPPING LLC, as Assignor

By: _____
Name:
Title:

NOTICE OF ASSIGNMENT

To: [●]
[Address]

PLEASE TAKE NOTICE that, pursuant to an Assignment of Earnings dated October ___, 2014 (the "**Assignment**") made by the undersigned to and in favor of ABN AMRO Capital USA LLC as Security Trustee (the "**Assignee**") in respect of the Marshall Islands registered ship "[●]" (the "**Ship**"), the undersigned has granted to the Assignee a continuing, first priority security interest in and to all of the undersigned's right, title and interest in, to and under all moneys whatsoever which are now, or later become, payable (actually or contingently) to the undersigned which arise out of the use or operation of the Ship, including (but not limited to):

(i) all freight, hire and passage moneys, compensation payable to the undersigned in the event of requisition of the Ship for hire, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach (or payments for variation or termination) of any charterparty or other contract for the employment of the Ship;

(ii) all moneys which are at any time payable under insurances in respect of loss of earnings;

(iii) if and whenever the Ship is employed on terms whereby any moneys falling within paragraphs (i) or (ii) above are pooled or shared with any other person, that proportion of the net receipts of the relevant pooling or sharing arrangement which is attributable to the Ship; and

(iv) all compensation or other moneys payable by reason of any requisition (whether or not for title) of the Ship by or on behalf of any government or other authority (other than by way of requisition for hire for a fixed period not exceeding one year without any right to an extension).

As from the date hereof and so long as the foregoing Assignment is in effect, you are hereby irrevocably authorized and instructed to pay all of the foregoing amounts from time to time due and payable to, or receivable by, the undersigned to our account as follows:

Bank:	Wells Fargo Bank NA, San Francisco, CA
ABA No.	121000248
Swift Code:	WFBIUS6S
Account No:	4122099799
Beneficiary:	ABN AMRO Capital USA LLC
Ref:	Eagle Bulk Shipping Inc.,

or to such other account as the Assignee may direct by notice in writing to you from time to time, all such payments to be made in immediately available funds by wire transfer on the day when such payment is due.

Dated: October ___, 2014

[●] SHIPPING LLC

By: _____
Name:
Title:

Appendix E

FORM OF GUARANTOR ACCESSION AGREEMENT

THIS GUARANTOR ACCESSION AGREEMENT, dated [●] (this "**Agreement**"), is made between [●], a [corporation incorporated][company formed] in [●] (the "**Acceding Guarantor**"), and ABN AMRO CAPITAL USA LLC, as Agent (the "**Agent**") for itself and each of the other parties to the Loan Agreement referred to below. Capitalized terms used but not defined herein shall have the meaning assigned such terms in the Loan Agreement (as defined below).

WHEREAS:

1. Pursuant to and subject to the terms and conditions contained in a loan agreement dated as of [●], 2014 (as the same may be amended or supplemented from time to time, the "**Loan Agreement**"), among (i) Eagle Bulk Shipping Inc. as borrower (the "**Borrower**"), (ii) the companies listed in Schedule 8 therein as joint and several guarantors, (iii) the banks and financial institutions listed in Schedule 1 therein as lenders (together with their successors and assigns, the "**Lenders**"), (iv) the banks and financial institutions listed in Schedule 2 therein as swap banks, (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as Mandated Lead Arrangers, (vi) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as Bookrunners, (vii) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as Structuring Banks and (viii) ABN AMRO Capital USA LLC as Agent and Security Trustee, the Lenders have agreed to make available to the Borrower senior secured revolving credit and term loan facilities (the "**Loan Facilities**") in the amounts described therein.

2. The Acceding Guarantor is a subsidiary of the Borrower and has agreed to become a party to the Loan Agreement as a Guarantor with effect from the date hereof in all respects as it had been an original party to the Loan Agreement.

NOW, THEREFORE, it is agreed as follows:

SECTION 1. Accession. The Acceding Guarantor shall become a party to the Loan Agreement as a Guarantor with effect from the date hereof in all respects as it had been an original Guarantor party to the Loan Agreement. The Acceding Guarantor confirms that it intends to be party to the Loan Agreement as a Guarantor, undertakes to perform all the obligations expressed to be assumed by a Guarantor under the Loan Agreement and agrees that it shall be bound by all the provisions of the Loan Agreement as if it had been an original party to the Loan Agreement. The Acceding Guarantor confirms that it has received a copy of the Loan Agreement, the other Finance Documents and the Master Agreements and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement and to become a Guarantor under the Loan Agreement.

SECTION 2. Address for Notices. For purposes of Clause 29.2 of the Loan Agreement, the Acceding Guarantor's address for notice is:

[●]

Attention: [●]

SECTION 3. Amendment. This Agreement may only be changed, modified or varied by written instrument in accordance with the requirements for the modification of Finance Documents pursuant to Clause 28 of the Loan Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the Acceding Guarantor and the Agent have executed and delivered this Agreement on the date first above written.

[●],
as Acceding Guarantor

By: _____
Name:
Title:

ABN AMRO CAPITAL USA LLC,
as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

FORM OF INSURANCES ASSIGNMENT

THIS ASSIGNMENT OF INSURANCES, dated October ___, 2014 (this "**Assignment**"), is made by [●] **SHIPPING LLC**, a limited liability company formed in the Republic of The Marshall Islands (the "**Assignor**"), to and in favor of **ABN AMRO CAPITAL USA LLC** as Security Trustee (the "**Assignee**", which expression includes its successors and assigns) for the Lenders and the Swap Banks. Capitalized terms used but not defined herein shall have the meaning assigned such terms in the Loan Agreement (as defined below).

WHEREAS:

1. The Assignor is the sole owner of the whole of the vessel [●] registered under the laws and flag of the Republic of The Marshall Islands, Official Number [●] (the "**Ship**").

2. Pursuant to and subject to the conditions contained in a loan agreement dated as of October ___, 2014 (as the same may be amended or supplemented from time to time, the "**Loan Agreement**") among (i) Eagle Bulk Shipping, Inc. as borrower (the "**Borrower**"), (ii) the Guarantors named therein, including the Assignor, (iii) the banks and financial institutions named therein as lenders (together with their successors and assigns, the "**Lenders**"), (iv) the banks and financial institutions named therein as swap banks (together with their successors and assigns, the "**Swap Banks**"), (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as mandated lead arrangers, (vi) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as bookrunners, (vii) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as structuring banks, (viii) ABN AMRO Capital USA LLC as Agent (which expression includes its successors and assigns) and (ix) the Assignee as Security Trustee, the Lenders have agreed to make available to the Borrower term and revolving loan facilities (together, the "**Loan Facilities**") in the amounts described therein.

3. The Borrower may from time to time enter into one or more Master Agreements with one or more of the Swap Banks, pursuant to which the Borrower and such Swap Bank or Swap Banks may enter into Transactions (as such term is defined in said Master Agreements), each as evidenced by a Confirmation (as such term is defined in said Master Agreements), providing for, among other things, the payment of certain amounts by the Borrower to the Swap Banks to protect the Borrower against the risk of interest rate fluctuations in respect of the Loan Agreement (said Master Agreements and the respective Schedules thereto and any Confirmations exchanged thereunder, the "**Master Agreements**").It is one of the conditions precedent under the Loan Agreement to the availability of the Loan Facilities that the Assignor executes and delivers this Assignment in favor of the Assignee as security for the Secured Liabilities and the performance and observance of and compliance with the covenants, terms and conditions contained in the Finance Documents and the Master Agreements to which the Assignor is or is to be a party (collectively, the "**Obligations**").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

SECTION 1. Assignment.

(a) As security for the Obligations, the Assignor hereby grants, sells, transfers, assigns and sets over unto the Assignee, for the benefit of the Lenders and the Swap Banks, a continuing, first priority security interest in and to all of the Assignor's right, title and interest in, to and under the following property, whether now owned or existing or hereafter from time to time acquired or coming into existence (collectively, the "**Collateral**"):

(i) all insurances (including, without limitation, all certificates of entry in protection and indemnity and war risks associations or clubs) in respect of the Ship, whether heretofore, now or hereafter effected, and all renewals of or replacements for the same;

(ii) all claims, returns of premium and other moneys and claims for moneys due and to become due under or in respect of said insurances;

(iii) all other rights of the Assignor under or in respect of said insurances; and

(iv) any proceeds of any of the foregoing.

(b) Any payments made pursuant to the terms hereof shall be made to such account as may, from time to time, be designated by the Assignee.

(c) Upon the payment and performance in full of the Obligations, the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to the Assignor. Upon any such termination, the Assignee will, at the Assignor's expense, execute and deliver to the Assignor such documents as the Assignor shall reasonably request to evidence such termination.

SECTION 2. Notice; Loss Payable Clauses. The Assignor hereby covenants and agrees to procure that notice of this Assignment in the form attached hereto as Exhibit 1 shall be duly given to all insurance brokers, underwriters and protection and indemnity clubs, and that where the consent of any underwriter or protection and indemnity club is required pursuant to any of the insurances assigned hereby, it shall be obtained and evidence thereof shall be given to the Assignee, or, in the alternative, the Assignor shall obtain, with the Assignee's approval, a letter of undertaking by each of the underwriters and the protection and indemnity club that there shall be duly endorsed upon all slips, cover notes, policies, certificates of entry or other instruments issued or to be issued in connection with the insurances assigned hereby such notice of this Assignment and the loss payable clauses in the forms attached hereto as Exhibits 2(a) and 2(b) or as the Assignee may otherwise approve in its sole discretion.

SECTION 3. Assignor to Remain Liable. Anything contained in this Assignment to the contrary notwithstanding, the Assignor shall at all times remain fully liable under said insurances to perform all of the duties and obligations assumed by it thereunder to the same extent as if this Assignment had not been executed, and the Assignee shall have no obligation or liability (including, without limitation, any obligation or liability with respect to the payment of premiums, calls or assessments) under said insurances by reason of or arising out of this Assignment nor shall the Assignee be required or obligated in any manner to perform or fulfill any of the duties or obligations of the Assignor under or pursuant to said insurances or to make any payment or to make any inquiry as to the nature or sufficiency of any payment received by the Assignee or to present or file any claim or to take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times.

SECTION 4. Assignee Appointed Attorney-in-Fact. (a) The Assignor hereby constitutes the Assignee, its successors and assigns, its true and lawful attorney, irrevocably, with full power (in the name of the Assignor or otherwise), upon the occurrence of an Event of Default and so long as such Event of Default shall be continuing, to carry out the provisions of this Assignment and to take any action and execute any instruments which the Assignee may deem necessary to accomplish the purposes hereof, including without limitation, to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or institute any proceedings which the Assignee may deem necessary in the premises.

(b) The Assignor hereby further authorizes the Assignee to file Financing Statements (including Form UCC-l and UCC-3) and amendments thereto as provided in Article 9 of the UCC, and any other instrument of like effect, as the Assignee may reasonably deem necessary in connection with the perfection of the Assignee's security interest in the Collateral.

(c) The powers and authority granted to the Assignee herein have been given for valuable consideration, are coupled with an interest and are hereby declared to be irrevocable.

SECTION 5. No Waiver. No failure on the part of the Assignee to exercise, and no delay in exercising, any right, remedy, power or privilege shall operate as waiver thereof, nor shall any single or partial exercise by the Assignee of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies of the Assignee under this Assignment are cumulative and may be exercised (where possible to do so) singly, concurrently, successively and/or in conjunction with or apart from and without prejudice to any other rights and remedies available to the Assignee under the other Finance Documents or the Master Agreements are not exclusive of any rights or remedies provided by law.

SECTION 6. Further Assurances. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee and at the expense of the Assignor, it shall promptly and duly execute and deliver any and all such further instruments and documents as the Assignee may deem desirable in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

SECTION 7. Amendments. No amendment or waiver of any provision of this Assignment, nor consent to any departure by the Assignor herefrom, shall be effective unless the same shall be in writing and signed by the Assignor and the Assignee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 8. Notices, Etc. Any notice, demand or other communication to be given under, or for the purpose of this Assignment shall be made as provided in Clause 29 of the Loan Agreement.

SECTION 9. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD FOR ITS CONFLICT OF LAWS PRINCIPLES).

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment of Insurances on the date first above written.

[●] SHIPPING LLC, as Assignor

By: _____
Name:
Title:

NOTICE OF ASSIGNMENT

[●] SHIPPING LLC, as Owner of the Marshall Islands registered vessel [●] (the "**Ship**"), HEREBY GIVES NOTICE that by an Assignment of Insurances dated the date hereof and made by it in favor of ABN AMRO CAPITAL USA LLC as Security Trustee (the "**Assignee**"), it has assigned to the Assignee all of its right, title and interest in, to and under all insurances and the benefit of all insurances now or hereafter taken out in respect of the Ship. This Notice is to be endorsed on all policies and certificates of entry evidencing such insurance.

Dated: October ___, 2014

[●] SHIPPING LLC

By: _____
Name:
Title:

LOSS PAYABLE CLAUSE

Hull and War Risks

Loss, if any, payable to ABN AMRO CAPITAL USA LLC as Security Trustee and Mortgagee (the "**Mortgagee**"), for distribution by the Mortgagee to itself and [●] SHIPPING LLC, as Owner (the "**Owner**"), as their respective interests may appear, or order, except that, unless underwriters have been otherwise instructed by notice in writing from the Mortgagee, in the case of any loss involving any damage to the Ship or liability of the Ship, the underwriters may pay directly for the repair, salvage, liability or other charges involved or, if the Owner shall have first fully repaired the damage and paid the cost thereof, or discharged the liability or paid all of the salvage or other charges, then the underwriters may pay the Owner as reimbursement therefor; **provided that** if such damage involves a loss in excess of U.S.$1,000,000 or its equivalent the Underwriters shall not make such payment without first obtaining the written consent thereto of the Mortgagee.

In the event of an actual or constructive total loss or a compromised or arranged total loss or requisition of title, all insurance payments therefor shall be paid to the Mortgagee for distribution in accordance with the terms of the loan facility for the financing of the Ship.

LOSS PAYABLE CLAUSE

Protection and Indemnity

Payment of any recovery the member is entitled to make out of the funds of the club in respect of any liabilities incurred by him shall be made to the member or his order unless and until the club receives notice from ABN AMRO CAPITAL USA LLC as security trustee and as mortgagee, 100 Park Avenue, 17th Floor, New York, NY 10017, to the contrary, in which event all recoveries shall thereafter be paid to ABN AMRO CAPITAL USA LLC, 100 Park Avenue, 17th Floor, New York, NY 10017, or their order, provided always that no liability whatsoever shall attach to the club, its managers or their agents for failure to comply with the latter obligation until after the expiry of two clear business days from the receipt of such notice.

APPENDIX G

INTENTIONALLY OMITTED

FORM OF MASTER AGREEMENT ASSIGNMENT

THIS MASTER AGREEMENT ASSIGNMENT, dated [●], 2014 (this "**Assignment**"), is made by **EAGLE BULK SHIPPING INC.**, a Marshall Island corporation (the "**Assignor**"), to and in favor of **ABN AMRO CAPITAL USA LLC** in its capacity as Security Trustee under the Loan Agreement described below (the "**Assignee**"). Capitalized terms used but not defined herein shall have the meaning assigned such terms in the Loan Agreement (as defined below).

PRELIMINARY STATEMENTS

WHEREAS, [●] in its capacity as Swap Bank (the "**Swap Bank**") and the Assignor have entered into a Master Agreement (on the 2002 ISDA (Multicurrency – Crossborder) form) dated [●] (said Master Agreement, including all Designated Transactions entered into pursuant thereto, and Confirmations exchanged thereunder, from time to time, as the same may be amended or supplemented from time to time, collectively, the "**Master Agreement**");

WHEREAS, pursuant to and subject to the conditions contained in a loan agreement dated as of October [●], 2014 (as the same may be amended or supplemented from time to time, the "**Loan Agreement**") among (i) the Assignor as borrower, (ii) the Guarantors named therein, (iii) the banks and financial institutions named therein as lenders (together with their successors and assigns, the "**Lenders**"), (iv) the banks and financial institutions named therein as swap banks (together with their successors and assigns, the "**Swap Banks**"), (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as mandated lead arrangers, (vi) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as bookrunners, (vii) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as structuring banks, (viii) ABN AMRO Capital USA LLC as Agent (which expression includes its successors and assigns) and (ix) the Assignee as Security Trustee, the Lenders have agreed to make available to the Assignor term and revolving loan facilities (together, the "**Loan Facilities**") in the amounts described therein;

NOW, THEREFORE, in consideration of the foregoing, the Assignor hereby agrees as follows (with the terms used herein and not otherwise defined having the meaning ascribed thereto in the Loan Agreement):

1. The Assignor has sold, assigned, transferred and set over and by this instrument does sell, assign, transfer and set over, unto the Assignee, and unto the Assignee's successors and assigns, to it and its successors' and assigns' own proper use and benefit, and, as collateral security for the Assignor's indebtedness to the Lenders or the Swap Banks now or hereafter existing under the Loan Agreement and the other Finance Documents or the Master Agreement between the Assignor and the Swap Bank described in the Loan Agreement, does hereby grant the Assignee a security interest in, all of the Assignor's right, title and interest in and to: (i) the Master Agreement, (ii) all moneys due and to become due to the Assignor under the Master Agreement, (iii) all claims for damages arising out of the breach of the Master Agreement and rights to terminate any Designated Transaction under the Master Agreement, and (iv) any proceeds of any of the foregoing.

2. The Assignor hereby warrants that it will promptly obtain the consent of the Swap Bank as evidenced by the execution by the Swap Bank of the Consent and Agreement in the form attached as Annex A.

3. Upon satisfaction of all indebtedness of the Assignor to the Creditor Parties secured by this Assignment, this Assignment shall terminate and all right, title and interest hereby assigned shall revert to the Assignor. Upon any such termination, the Assignee will, at the Assignor's expense, execute and deliver to the Assignor such documents as the Assignor shall reasonably request to evidence such termination.

4. The Assignor covenants that it will have all amounts payable to it under the Master Agreement and other moneys payable to it hereby assigned promptly paid over to its Earnings Account.

5. The Assignor hereby agrees to furnish the Assignee in writing with any information which it reasonably requests in relation to the Master Agreement.

6. No amendment or modification of the Master Agreement (including any Designated Transaction), and no consent, waiver or approval with respect thereto shall be valid unless joined in, in writing, by the Assignee. No notice, request or demand under the Master Agreement, shall be valid as against the Assignee unless and until a copy thereof is furnished to the Assignee.

7. It is expressly agreed that anything herein contained to the contrary notwithstanding, the Assignee shall have no obligation or liability under the Master Agreement by reason of or arising out of this Assignment nor shall the Assignee be required or obligated in any manner to perform or to fulfill any obligations of the Assignor under or pursuant to the Master Agreement nor to make any payment nor to make any inquiry as to the nature or sufficiency of any payment received by the Assignee nor to present or file any claim, nor to take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times.

8. The Assignor does hereby constitute the Assignee, its successors and assigns, the Assignor's true and lawful attorney, irrevocably, with full power (in the name of the Assignor or otherwise), upon the occurrence and continuance of any Event of Default, to ask, require, demand, receive, compound and give acquittance for any and all moneys, claims, property and rights hereby assigned, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or institute any proceedings which the Assignee may deem to be necessary or advisable in the premises.

9. The powers and authority granted to the Assignee herein have been given for a valuable consideration and are hereby declared to be irrevocable.

10. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents as the Assignee may deem desirable in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

11. The Assignor does hereby represent and warrant that the Master Agreement is in full force and effect and is enforceable in accordance with the terms thereof and the Assignor is not in default thereunder. The Assignor does hereby further warrant and represent that neither the whole nor any part of the right, title and interest hereby assigned are the subject of any present assignment or pledge, and hereby covenants that, without the prior written consent thereto of the Assignee, so long as this Assignment shall remain in effect, the Assignor will not assign or pledge the whole or any part of the right, title and interest hereby assigned to anyone other than the Assignee, its successors or assigns, and the Assignor will not take or omit to take any action, the taking or omission of which might result in any alteration or impairment of said rights or this Assignment.

12. This Assignment and the Consent and Agreement annexed hereto may be executed by the Assignor and the Swap Bank, respectively, on separate counterparts without in any way affecting the validity of said Consent and Agreement.

13. This Assignment shall be governed by the laws of the State of New York and may not be amended or changed except by an instrument in writing signed by the party against whom enforcement is sought.

14. The Assignor hereby authorizes the Assignee to file Financing Statements (Form UCC-1) and amendments thereto as provided in Article 9 of the Uniform Commercial Code with respect to the collateral assigned hereby.

IN WITNESS WHEREOF the Assignor has caused this Assignment to be duly executed on the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

EAGLE BULK SHIPPING INC., as Assignor

By: _____
Name:
Title:

**FORM OF CONSENT AND AGREEMENT
OF SWAP BANK**

The undersigned, in its capacity as Party A to the Master Agreement (on the 2002 ISDA (Multicurrency – Crossborder) form) dated [●] (the "**Master Agreement**") between the undersigned and Eagle Bulk Shipping Inc. as Party B (the "**Assignor**"), hereby consents to the assignment by the Assignor of all the Assignor's right, title and interest in and to the Master Agreement to ABN AMRO CAPITAL USA LLC, as Security Trustee (the "**Assignee**"), pursuant to a Master Agreement Assignment dated [●] (as the same may be amended, supplemented or otherwise modified from time to time, the "**Assignment**"), and agrees that, it will make payment of all moneys due and to become due to the Assignor under the Master Agreement, without setoff or deduction for any claim not arising under the Master Agreement, and notwithstanding the existence of a default or event of default by the Assignor under the Master Agreement, to the Earnings Account of the Assignor specified in the Assignment or such other account specified by the Assignee at such address as the Assignee shall request the undersigned in writing until receipt of written notice from the Assignee that all obligations of the Assignor to it have been paid in full.

The undersigned agrees that it shall look solely to the Assignor for performance of the Master Agreement and that the Assignee shall have no obligation or liability under or pursuant to the Master Agreement arising out of the Assignment, nor shall the Assignee be required or obligated in any manner to perform or fulfill any obligations of the Assignor under or pursuant to the Master Agreement. Notwithstanding the foregoing, if in the sole opinion of the Assignee an Event of Default under the Loan Agreement (as defined in or by reference in the Assignment) shall have occurred and be continuing, the undersigned agrees that the Assignee shall have the right, but not the obligation, to perform all of the Assignor's obligations under the Master Agreement as though named therein as Party B.

The undersigned agrees that it shall not seek the recovery of any payment actually made by it to the Assignee pursuant to this Consent and Agreement once such payment has been made. This provision shall not be construed to relieve the Assignor of any liability to the undersigned.

The undersigned agrees to execute and deliver, or cause to be executed and delivered, upon the written request of the Assignee, any and all such further instruments and documents as the Assignee may deem desirable for the purpose of obtaining the full benefits of the Assignment and of the rights and power therein granted.

The undersigned agrees that no amendment, modification or alteration of the terms or provisions of the Master Agreement shall be made unless the same shall be consented to in writing by the Assignee.

The undersigned hereby confirms that the Master Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms.

Date: [●]

[●], as Swap Bank

By: _____
Name:
Title:

FORM OF PLEDGE AND SECURITY AGREEMENT
(MEMBERSHIP INTERESTS)

PLEDGE AND SECURITY AGREEMENT, dated October ___, 2014 (as hereafter amended, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), made by **EAGLE BULK SHIPPING INC.**, a corporation incorporated and existing under the laws of the Republic of The Marshall Islands whose registered office is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 (the "**Pledgor**"), to and in favor of **ABN AMRO CAPITAL USA LLC** as Security Trustee (the "**Pledgee**", which expression includes its successors and assigns) for the Lenders and the Swap Banks. Capitalized terms used but not defined herein shall have the meaning assigned such terms in the Loan Agreement (as defined below).

WHEREAS:

1. Pursuant to and subject to the conditions contained in a loan agreement dated as of October ___, 2014 (as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") among (i) Eagle Bulk Shipping, Inc. as borrower (the "**Borrower**"), (ii) the Guarantors named therein, including the Companies, (iii) the banks and financial institutions named therein as lenders (together with their successors and assigns, the "**Lenders**"), (iv) the banks and financial institutions named therein as swap banks (together with their successors and assigns, the "**Swap Banks**"), (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as mandated lead arrangers, (vi) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as bookrunners, (vii) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as structuring banks, (viii) ABN AMRO Capital USA LLC as Agent (which expression includes its successors and assigns) and (ix) the Assignee as Security Trustee, the Lenders have agreed to make available to the Borrower term and revolving loan facilities (together, the "**Loan Facilities**") in the amounts described therein.

2. The Borrower may from time to time enter into one or more Master Agreements with one or more of the Swap Banks, pursuant to which the Borrower and such Swap Bank or Swap Banks may enter into Transactions (as such term is defined in said Master Agreements), each as evidenced by a Confirmation (as such term is defined in said Master Agreements), providing for, among other things, the payment of certain amounts by the Borrower to the Swap Banks to protect the Borrower against the risk of interest rate fluctuations in respect of the Loan Agreement (said Master Agreements and the respective Schedules thereto and any Confirmations exchanged thereunder, the "**Master Agreements**")

3. It is one of the conditions precedent under the Loan Agreement to the making of the Advances that the Pledgor shall have granted the security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make the Advances pursuant to the Loan Agreement, the Pledgor hereby agrees with the Pledgee as follows:

SECTION 1. Definitions and Interpretation. (a) As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning given such term in Section 2.

"Company" means each of the Marshall Islands limited liability companies identified in Schedule 1 hereto.

"**Limited Liability Company Assets**" means all assets, whether tangible or intangible and whether real, personal or mixed, at any time owned or represented by any Limited Liability Company Interest.

"**Limited Liability Company Interests**" means the entire limited liability company membership interest at any time owned by the Pledgor in a Company.

"**Loan Agreement**" has the meaning given such term in the recitals hereof.

"**Pledgee**" has the meaning given such term in the introduction hereof, subject to Section 10(b).

"**Pledgor**" has the meaning given such term in the introduction hereof.

"**Secured Obligations**" has the meaning given such term in Section 3.

"**Securities Act**" means the Securities Act of 1933, as amended, as in effect from time to time.

"**UCC**" means the Uniform Commercial Code as in effect, from time to time, in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "**UCC**" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

(b) Each other capitalized term used and not otherwise defined herein has the meaning given such term in the Loan Agreement. Further, unless otherwise defined in this Agreement or in the Loan Agreement, terms defined in Article 9 of the UCC are used in this Agreement as such terms are defined in such Article 9.

(c) Clauses 1.2 to 1.8 of the Loan Agreement apply, with any necessary modifications, to this Agreement.

SECTION 2. Pledge of Limited Liability Company Interests. The Pledgor hereby grants to the Pledgee, for and on behalf of the Lenders and the Swap Banks, a Security Interest in the Pledgor's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Pledgor, wherever located, and whether now or hereafter existing or arising (collectively, the "**Collateral**")*:*

(a) all Limited Liability Company Interests and all of the Pledgor's right, title and interest in the Company to which such interest relates, whether now existing or hereafter acquired, including, without limitation, to the fullest extent permitted under the terms and provisions of the documents and agreements governing the Limited Liability Company Interests and applicable law:

(i) all the capital thereof and its interest in all profits, losses, Limited Liability Company Assets and other distributions to which the Pledgor shall at any time be entitled in respect of such Limited Liability Company Interests;

(ii) all other payments due or to become due to the Pledgor in respect of the Limited Liability Company Interests, whether under any Company's limited liability company agreement or otherwise, whether as contractual obligations, damages, insurance proceeds or otherwise;

(iii) all of the Pledgor's claims, rights, powers, privileges, authority, options, Security Interests and remedies, if any, under any Company's limited liability company agreement or operating agreement, or at law or otherwise in respect of the Limited Liability Company Interests;

(iv) all present and future claims, if any, of the Pledgor against such Company for moneys loaned or advanced, for services rendered or otherwise;

(v) all of the Pledgor's rights under any Company's limited liability company agreement or operating agreement or at law to exercise and enforce every right, power, remedy, authority, option and privilege of the Pledgor relating to the Limited Liability Company Interests, including any power to terminate, cancel or modify such Company's limited liability company agreement or operating agreement, to execute any instruments and to take any and all other action on behalf of and in the name of the Pledgor in respect of the Limited Liability Company Interests and such Company, to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, amendment, waiver or approval, together with full power and authority to demand, receive, enforce, collect or receipt for any of the foregoing or for any Limited Liability Company Asset, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action in connection with any of the foregoing; and

(vi) all other property hereafter delivered in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such other property and all cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof; and

(b) all proceeds of and all other payments now or hereafter due and payable with respect to any and all of the Collateral (including proceeds that constitute property of the types described in clause (a) of this Section 2 and cash).

SECTION 3. Security for Obligations This Agreement secures the payment of all obligations of the Pledgor and the other Security Parties to the Creditor Parties now or hereafter existing under the Loan Agreement, the Master Agreements or the other Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise (all such obligations being the "**Secured Obligations**"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by the Pledgor or any other Security Party to any of the Creditor Parties under the Finance Documents and any Master Agremeents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Borrower, the Pledgor or any other Security Party.

SECTION 4. Pledgee not a Limited Liability Company Member. (a) Nothing herein shall be construed to make the Pledgee liable as a member of any Company, and the Pledgee shall not by virtue of this Agreement or otherwise (except as referred to in the following sentence) have any of the duties, obligations or liabilities of a member of any Company.

(b) The Pledgee, by accepting this Agreement, does not intend to become a member of any Company or otherwise be deemed to be a co-venturer with respect to the Pledgor, any Company and/or any other Person either before or after an Event of Default shall have occurred. The Pledgee shall have only those powers set forth herein and the Pledgee shall assume none of the duties, obligations or liabilities of a member of any Company or the Pledgor.

(c) The Pledgee shall not be obligated to perform or discharge any obligation of the Pledgor as a result of the pledge hereby effected.

(d) The acceptance by the Pledgee of this Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Pledgee to appear in or defend any action or proceeding relating to the Collateral to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Collateral.

SECTION 5. Representations and Warranties. The Pledgor represents and warrants as follows:

(a) The Pledgor's exact legal name, as defined in Section 9-503(a) of the UCC, jurisdiction and type of organization and organizational identification number, and chief executive office address is correctly set forth in Schedule 2. The Pledgor is located (within the meaning of Section 9-307 of the UCC) in the jurisdiction set forth in Schedule 2. The information set forth in Schedule 1 is true and accurate in all respects. The Pledgor has not previously changed its name, type of organization, jurisdiction of organization or organizational identification number or location from those set forth in Schedule 2.

(b) The Pledgor is the legal and beneficial owner of all the Limited Liability Company Interests of each of the Companies (such Limited Liability Company Interests constituting one hundred percent (100%) of the issued and outstanding equity interests of each of the Companies) and of the Collateral, free and clear of any Security Interest, claim, option or right of others, except for the Security Interests created under this Agreement or permitted under the Loan Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral or listing the Pledgor or any trade name of the Pledgor as debtor is on file in any recording office, except such as may have been filed in favor of the Pledgee relating to the Finance Documents or as otherwise permitted under the Loan Agreement.

(c) All filings and other actions necessary to perfect the Security Interest in the Collateral created under this Agreement have been duly made or taken and are in full force and effect, and this Agreement creates in favor of the Pledgee a valid and, together with such filings and other actions, perfected first-priority Security Interest in the Collateral securing the payment of the Secured Obligations.

(d) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or any other third party is required for (i) the grant by the Pledgor of the Security Interest granted hereunder or for the execution, delivery or performance of this Agreement by the Pledgor, (ii) the perfection or maintenance of the Security Interest created hereunder (including the first-priority nature of such Security Interest), except for the filing of financing and continuation statements under the UCC, which financing statements have been duly filed and are in full force and effect, or (iii) the exercise by the Pledgee of its rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement.

SECTION 6. Further Assurances. (a) Concurrently with the execution of this Agreement, the Pledgor shall cause each Company to duly authorize and execute, and deliver to the Pledgee, an agreement for the benefit of the Pledgee substantially in the form of Annex A hereto (appropriately completed to the reasonable satisfaction of the Pledgee and with such modifications, if any, as shall be reasonably satisfactory to the Pledgee).

(b) The Pledgor shall from time to time, at the expense of the Pledgor, promptly execute and deliver, or otherwise authenticate, all further instruments and documents, and take all further action that may be necessary or desirable, or that the Pledgee may request, to perfect and protect any pledge or Security Interest granted or purported to be granted by the Pledgor hereunder or to enable the Pledgee to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(c) The Pledgor hereby authorizes the Pledgee to file one or more financing or continuation statements, and amendments thereto, including one or more financing statements indicating that such financing statements cover the Collateral pledged pursuant hereto. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. The Pledgor ratifies its authorization for the Pledgee to have filed such financing statements, continuation statements or amendments filed prior to the date hereof which reflect the Collateral pledged pursuant hereto.

SECTION 7. Post-Closing Changes. The Pledgor shall not change its name, type of organization, jurisdiction of organization, organizational identification number, chief executive office or location from those set forth in Schedule 2 of this Agreement without first giving at least thirty days' prior written notice to the Pledgee and taking all action required by the Pledgee for the purpose of perfecting or protecting the Security Interest granted by this Agreement. The Pledgor shall not become bound by a security agreement authenticated by another person (determined as provided in Section 9-203(d) of the UCC) without giving the Pledgee at least thirty days' prior written notice thereof and taking all action required by the Pledgee to ensure that the perfection and first-priority nature of the Pledgee's Security Interest in the Collateral will be maintained. The Pledgor shall hold and preserve its records relating to the Collateral, and shall permit representatives of the Pledgee at any time during normal business hours, without undue interference with the Pledgor's business, to inspect and make abstracts from such records and other documents. If the Pledgor does not have an organizational identification number and later obtains one, it shall forthwith notify the Pledgee of such organizational identification number.

SECTION 8. Voting, etc., While No Event of Default. (a) Unless and until there shall have occurred and be continuing an Event of Default, the Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Collateral owned by it, and to give consents, waivers or ratifications in respect thereof; **provided that**, in each case, no vote shall be cast or any consent, waiver or ratification given or any action taken or omitted to be taken which would violate or be inconsistent with any of the terms of any Finance Document, or which could reasonably be expected to have the effect of impairing the value of the Collateral or any part thereof or the position or interests of the Pledgee in the Collateral unless expressly permitted by the terms of the Finance Documents. All such rights of the Pledgor to vote and to give consents, waivers and ratifications shall cease in case an Event of Default has occurred and is continuing and Section 12 hereof shall become applicable.

(b) Unless and until there shall have occurred and be continuing an Event of Default, all cash dividends, cash distributions, cash proceeds and other cash amounts payable in respect of the Collateral shall be paid to the Pledgor. The Pledgee shall be entitled to receive, and to retain as security as part of the Collateral:

(i) all other or additional limited liability company interests, instruments or other securities or property (including, but not limited to, cash dividends or distributions other than as set forth above in the first sentence of this Section 7(b)) paid or distributed by way of dividend or otherwise in respect of the Collateral; and

(ii) all other or additional limited liability company interests, instruments or other securities or property (including, but not limited to, cash) which may be paid in respect of the Collateral by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate or other reorganization.

All dividends, distributions or other payments which are received by the Pledgor contrary to the provisions of this Section 8(b) shall be received in trust for the benefit of the Pledgee, shall be segregated from other property or funds of the Pledgor and shall be forthwith paid over and/or delivered to the Pledgee as Collateral in the same form as so received (with any necessary endorsement).

SECTION 9. Transfers and Other Security Interests. The Pledgor shall not (a) sell, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (b) create or suffer to exist any Security Interest upon or with respect to any of the Collateral except for the pledge, assignment and Security Interest created by this Agreement and Security Interests permitted by the Loan Agreement.

SECTION 10. Pledgee Appointed Attorney-in-Fact. The Pledgor hereby irrevocably appoints the Pledgee the Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time, upon the occurrence and during the continuance of an Event of Default, in the Pledgee's discretion, to take any action and to execute any instrument that the Pledgee may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(ii) to receive, indorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above; and

(iii) to file any claims or take any action or institute any proceedings that the Pledgee may deem necessary or advisable for the collection of any of the Collateral or otherwise to enforce the rights of the Pledgee with respect to any of the Collateral.

SECTION 11. The Pledgee's Duties. (a) The powers conferred on the Pledgee hereunder are solely to protect the Pledgee's interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Pledgee shall have no duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Pledgee has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Pledgee shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property.

(b) Anything contained herein to the contrary notwithstanding, the Pledgee may from time to time, when the Pledgee deems it to be necessary, appoint one or more agents (each an "**Agent**") with respect to all or any part of the Collateral. In the event that the Pledgee so appoints any Agent with respect to any Collateral:

(i) the assignment and pledge of such Collateral and the Security Interest granted in such Collateral by the Pledgor hereunder shall be deemed for purposes of this Agreement to have been made to such Agent, in addition to the Pledgee, as security for the Secured Obligations;

(ii) such Agent shall automatically be vested, in addition to the Pledgee, with all rights, powers, privileges, interests and remedies of the Pledgee hereunder with respect to such Collateral; and

(iii) the term "Pledgee," when used herein in relation to any rights, powers, privileges, interests and remedies of the Pledgee with respect to such Collateral, shall include such Agent; **provided that** no such Agent shall be authorized to take any action with respect to any such Collateral unless and except to the extent expressly authorized in writing by the Pledgee.

SECTION 12. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Pledgee may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral) and also may:

(i) receive all amounts payable in respect of the Collateral otherwise payable under Section 8(b) hereof to the Pledgor;

(ii) transfer all or any part of the Collateral into the Pledgee's name or the name of its nominee or nominees;

(iii) vote all or any part of the Collateral (whether or not transferred into the name of the Pledgee) and give all consents, waivers and ratifications in respect of the Collateral and otherwise act with respect thereto as though it were the outright owner thereof (the Pledgor hereby irrevocably constituting and appointing the Pledgee the proxy and attorney-in-fact of the Pledgor, with full power of substitution to do so);

(iv) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Pledgee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Pledgee may deem commercially reasonable.

The Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Pledgee shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Pledgee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Pledgor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. At any such sale, unless prohibited by applicable law, the Pledgee may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption.

(b) Any cash held by or on behalf of the Pledgee and all cash proceeds received by or on behalf of the Pledgee in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Pledgee, be held by the Pledgee as collateral for, or then or at any time thereafter applied in whole or in part by the Pledgee against, all or any part of the Secured Obligations.

(c) The Pledgee may, without notice to the Pledgor except as required by law and at any time or from time to time, charge, set-off and otherwise apply all or any part of the Secured Obligations against any funds held as Collateral.

SECTION 13. Registration, etc. If at any time when the Pledgee shall determine to exercise its right to sell all or any part of the Collateral consisting of Limited Liability Company Interests pursuant to Section 12 hereof, and the Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under the Securities Act, as then in effect, the Pledgee may, in its sole and absolute discretion, sell such Collateral or part thereof by private sale in such manner and under such circumstances as the Pledgee may deem necessary or advisable in order that such sale may legally be effected without such registration. Without limiting the generality of the foregoing, in any such event the Pledgee, in its sole and absolute discretion:

(i) may proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Collateral or part thereof shall have been filed under such Securities Act;

(ii) may approach and negotiate with a single possible purchaser to effect such sale; and

(iii) may restrict such sale to a purchaser who will represent and agree that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Collateral or part thereof.

In the event of any such sale, the Pledgee shall incur no responsibility or liability for selling all or any part of the Collateral at a price which the Pledgee, in its sole and absolute discretion, in good faith deems reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might be realized if the sale were deferred until after registration as aforesaid.

SECTION 14. Remedies Cumulative. Each and every right, power and remedy of the Pledgee provided for in this Agreement or in any other Finance Document, or now or hereafter existing at law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise by the Pledgee of any one or more of the rights, powers or remedies provided for in this Agreement or any other Finance Document or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Pledgee of all such other rights, powers or remedies, and no failure or delay on the part of the Pledgee to exercise any such right, power or remedy shall operate as a waiver thereof. No notice to or demand on the Pledgor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Pledgee to any other or further action in any circumstances without notice or demand.

SECTION 15. Intentionally omitted.

SECTION 16. Amendments, Waivers, etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Pledgor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Pledgee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Pledgee to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 17. Notices. Unless otherwise expressly provided herein, all notices or other communications under or in respect of this Agreement to any party shall be made in accordance with Clause 29 of the Loan Agreement.

SECTION 18. Continuing Security Interest; Assignments under the Loan Agreement. (a) This Agreement shall create a continuing Security Interest in the Collateral and shall (i) remain in full force and effect until the end of the Security Period, (ii) be binding upon the Pledgor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Pledgee hereunder, to the benefit of the Pledgee and its successors, transferees and assigns.

(d) Without limiting the generality of Section 18(a), the Pledgee may assign or otherwise transfer all or any portion of its rights and obligations under the Loan Agreement as provided in Clause 27 of the Loan Agreement, and such relevant transferee or assignee shall thereupon become vested with all the benefits in respect thereof granted to the Pledgee herein or otherwise.

SECTION 19. Release. At the end of the Security Period, the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to the Pledgor. Upon any such termination, the Pledgee will, at the Pledgor’s expense, promptly execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such release.

SECTION 20. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD FOR ITS CONFLICT OF LAWS PRINCIPLES).

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IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed and delivered on the date first above written.

EAGLE BULK SHIPPING INC., as PLEDGOR

By: _____
Name:
Title:

Accepted and Agreed:

ABN AMRO CAPITAL USA LLC, as Security Trustee, as PLEDGEE

By: _____
Name:
Title:

SCHEDULE 1

COMPANIES

Name of Company	Company's Jurisdiction of Organization	Company's Organizational I.D. Number	Interests Authorized
Avocet Shipping LLC	Marshall Islands	961535	100 Limited Liability Company Interests
Bittern Shipping LLC	Marshall Islands	961510	100 Limited Liability Company Interests
Canary Shipping LLC	Marshall Islands	961511	100 Limited Liability Company Interests
Cardinal Shipping LLC	Marshall Islands	960647	100 Limited Liability Company Interests
Condor Shipping LLC	Marshall Islands	960617	100 Limited Liability Company Interests
Crane Shipping LLC	Marshall Islands	961536	100 Limited Liability Company Interests
Crested Eagle Shipping LLC	Marshall Islands	961008	100 Limited Liability Company Interests
Crowned Eagle Shipping LLC	Marshall Islands	961009	100 Limited Liability Company Interests
Egret Shipping LLC	Marshall Islands	961537	100 Limited Liability Company Interests
Falcon Shipping LLC	Marshall Islands	960609	100 Limited Liability Company Interests
Gannet Shipping LLC	Marshall Islands	961584	100 Limited Liability Company Interests
Golden Eagle Shipping LLC	Marshall Islands	960908	100 Limited Liability Company Interests
Goldeneye Shipping LLC	Marshall Islands	961351	100 Limited Liability Company Interests

Name of Company	Company's Jurisdiction of Organization	Company's Organizational I.D. Number	Interests Authorized
Grebe Shipping LLC	Marshall Islands	961585	100 Limited Liability Company Interests
Harrier Shipping LLC	Marshall Islands	960611	100 Limited Liability Company Interests
Hawk Shipping LLC	Marshall Islands	960608	100 Limited Liability Company Interests
Ibis Shipping LLC	Marshall Islands	961586	100 Limited Liability Company Interests
Imperial Eagle Shipping LLC	Marshall Islands	960909	100 Limited Liability Company Interests
Jaeger Shipping LLC	Marshall Islands	960845	100 Limited Liability Company Interests
Jay Shipping LLC	Marshall Islands	961654	100 Limited Liability Company Interests
Kestrel Shipping LLC	Marshall Islands	960846	100 Limited Liability Company Interests
Kite Shipping LLC	Marshall Islands	960635	100 Limited Liability Company Interests
Kittiwake Shipping LLC	Marshall Islands	960847	100 Limited Liability Company Interests
Kingfisher Shipping LLC	Marshall Islands	961655	100 Limited Liability Company Interests
Martin Shipping LLC	Marshall Islands	961656	100 Limited Liability Company Interests
Merlin Shipping LLC	Marshall Islands	960723	100 Limited Liability Company Interests
Nighthawk Shipping LLC	Marshall Islands	961842	100 Limited Liability Company Interests
Oriole Shipping LLC	Marshall Islands	960848	100 Limited Liability Company Interests

Name of Company	Company's Jurisdiction of Organization	Company's Organizational I.D. Number	Interests Authorized
Osprey Shipping LLC	Marshall Islands	960634	100 Limited Liability Company Interests
Owl Shipping LLC	Marshall Islands	961886	100 Limited Liability Company Interests
Peregrine Shipping LLC	Marshall Islands	960646	100 Limited Liability Company Interests
Petrel Shipping LLC	Marshall Islands	961146	100 Limited Liability Company Interests
Puffin Shipping LLC	Marshall Islands	961147	100 Limited Liability Company Interests
Redwing Shipping LLC	Marshall Islands	961354	100 Limited Liability Company Interests
Roadrunner Shipping LLC	Marshall Islands	961148	100 Limited Liability Company Interests
Sandpiper Shipping LLC	Marshall Islands	961149	100 Limited Liability Company Interests
Shrike Shipping LLC	Marshall Islands	961010	100 Limited Liability Company Interests
Skua Shipping LLC	Marshall Islands	961011	100 Limited Liability Company Interests
Sparrow Shipping LLC	Marshall Islands	960636	100 Limited Liability Company Interests
Stellar Eagle Shipping LLC	Marshall Islands	961061	100 Limited Liability Company Interests
Tern Shipping LLC	Marshall Islands	960850	100 Limited Liability Company Interests
Thrasher Shipping LLC	Marshall Islands	961512	100 Limited Liability Company Interests
Thrush Shipping LLC	Marshall Islands	961781	100 Limited Liability Company Interests

Name of Company	Company's Jurisdiction of Organization	Company's Organizational I.D. Number	Interests Authorized
Woodstar Shipping LLC	Marshall Islands	961391	100 Limited Liability Company Interests
Wren Shipping LLC	Marshall Islands	961353	100 Limited Liability Company Interests

SCHEDULE 2

CHIEF EXECUTIVE OFFICE, NAME, TYPE OF ORGANIZATION, JURISDICTION OF ORGANIZATION, ORGANIZATIONAL IDENTIFICATION NUMBER, AND LOCATION

Name	**Type of Organization**	**Jurisdiction of Organization**	**Organizational I.D. No.**	**Chief Executive Office**	**Location**
Eagle Bulk Shipping Inc.	Corporation	Marshall Islands	14155	c/o Eagle Shipping International (USA) LLC 477 Madison Avenue, Suite 1405 New York, NY 10022	New York

AGREEMENT (as amended, modified or supplemented from time to time, this "**Agreement**"), dated as of October ___, 2014 among **EAGLE BULK SHIPPING INC.** (the "**Pledgor**"), **ABN AMRO CAPITAL USA LLC** (the "**Pledgee**"), and [●] SHIPPING LLC, as the issuer of the Limited Liability Company Interests (as defined below) (the "**Company**").

W I T N E S S E T H :

WHEREAS, the Pledgor and the Pledgee have entered into a Pledge and Security Agreement dated October ___, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Pledge Agreement**"), under which, among other things, in order to secure the payment of the Secured Obligations (as defined in the Pledge Agreement), the Pledgor has pledged and granted to the Pledgee a first priority security interest in favor of the Pledgee in, all of the right, title and interest of the Pledgor in and to any and all Limited Liability Company Interests (as defined in the Pledge Agreement) issued from time to time by the Company, whether now existing or hereafter from time to time acquired by the Pledgor (with all of such Limited Liability Company Interests being herein collectively called the "**Company Pledged Interests**"); and

WHEREAS, the Pledgor desires the Company to enter into this Agreement in order to protect the security interest of the Pledgee under the Pledge Agreement in the Company Pledged Interests, to vest in the Pledgee control of the Company Pledged Interests and to provide for the rights of the parties under this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Pledgor hereby irrevocably authorizes and directs the Company, and the Company hereby agrees, after the Company receives a notice from the Pledgee stating that an "**Event of Default**" has occurred and is continuing, (a) to comply with any and all instructions and orders originated by the Pledgee (and its successors and assigns) regarding any and all of the Company Pledged Interests without the further consent by the Pledgor, and (b) not to comply with any instructions or orders regarding any or all of the Company Pledged Interests originated by any person or entity other than the Pledgee (and its successors and assigns) or a court of competent jurisdiction.

2. The Company hereby certifies that (i) no notice of any security interest, lien or other encumbrance or claim affecting the Company Pledged Interests (other than the security interest of the Pledgee) has been received by it, and (ii) the security interest of the Pledgee in the Limited Liability Comapny Interests has been registered in the books and records of the Company. The Company hereby certifies that the Limited Liability Company Interests are in uncertificated form and hereby agrees that the Limited Liability Company Interests shall remain in uncertificated form at all times during the existence of the Pledge Agreement.

3. The Company hereby represents and warrants that (i) the pledge by the Pledgor of, and the granting by the Pledgor of a security interest in, the Company Pledged Interests to the Pledgee does not violate the membership agreement or any other agreement governing the Company or the Company Pledged Interests, and (ii) the Company Pledged Interests are fully paid and nonassessable.

4. All notices, statements of accounts, reports, prospectuses, financial statements and other communications to be sent to the Pledgor by the Company in respect of the Company will also be sent to the Pledgee at the address set forth in Paragraph 6 below.

5. Until the Pledgee shall have delivered written notice to the Company that all of the Secured Obligations have been paid in full and this Agreement is terminated, the Company will, upon receiving notice from the Pledgee stating that an "Event of Default" has occurred and is continuing, send any and all redemptions, distributions, interest or other payments in respect of the Company Pledged Interests from the Company for the account of the Pledgor only by wire transfers to such account as the Pledgee shall instruct.

6. Except as expressly provided otherwise in Sections 4 and 5, all notices or other communications under or in respect of this Agreement to any party hereto shall be in writing (that is by letter or telefacsimile or Email) and shall be deemed to be duly given or made when delivered (in the case of personal delivery or letter) and when dispatched (in the case of telefacsimile or an Email) to such party addressed to it at the address appearing below (or at such address as such party may hereafter specify for such purpose to the other by notice in writing):

(a) if to the Pledgor:

Eagle Bulk Shipping Inc.
477 Madison Avenue
New York, NY 10022

Attention: Sophocles N. Zoullas
Facsimile: 212 785-3311

(b) if to the Pledgee:

ABN AMRO Capital USA LLC
100 Park Avenue, 17th Floor
New York, NY 10017

Attention: Wudasse Zaudou
Facsimile: 917-284-6697
Email: wudasse.zaudou@abnamro.com

A notice or other communication received on a non-working day or after business hours in the place of receipt, shall be deemed to be served on the next following working day in such place.

7. This Agreement shall be binding upon the successors and assigns of the Pledgor and the Company and shall inure to the benefit of and be enforceable by the Pledgee and its successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on all parties hereto. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in the manner whatsoever except in writing signed by the Pledgee, the Company and the Pledgor.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Pledgor, the Pledgee and the Company have caused this Agreement to be executed by their representatives duly authorized as of the date first above written.

EAGLE BULK SHIPPING INC., as PLEDGOR

By: _____
Name:
Title:

ABN AMRO CAPITAL USA LLC, as PLEDGEE

By: _____
Name:
Title:

[●] **SHIPPING LLC**, as COMPANY

By: _____
Name:
Title:

Date: October ___, 2014

[●] SHIPPING LLC
as Owner

- and -

ABN AMRO CAPITAL USA LLC
in its capacity as Security Trustee
as Mortgagee

FORM OF FIRST PREFERRED MARSHALL ISLANDS MORTGAGE

"[●]"

Watson, Farley & Williams
New York

INDEX

THIS FIRST PREFERRED MORTGAGE is made on October ___, 2014

BY

(1) **[●] SHIPPING LLC**, a limited liability company formed under the laws of the Republic of The Marshall Islands, whose registered office is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 (the "**Owner**"),

IN FAVOR OF

(2) **ABN AMRO CAPITAL USA LLC**, acting through its office at 100 Park Avenue, 17th Floor, New York, NY 10017, in its capacity as Security Trustee (hereinafter the "**Mortgagee**", which expression includes its successors and assigns) for the Lenders (as defined below) and the Swap Banks (as defined below).

BACKGROUND

(A) The Owner is the sole owner of the whole of the vessel "[●]" registered under the laws and flag of the Republic of The Marshall Islands with Official Number [●].

(B) By a loan agreement dated as of October ___, 2014 among (i) Eagle Bulk Shipping Inc. as borrower (the "**Borrower**"), (ii) the Owner and the other parties named therein as Guarantors, (iii) the banks and financial institutions named therein as lenders (together with their successors and assigns, the "**Lenders**"), (iv) the banks and financial institutions named therein as swap banks (together with their successors and assigns, the "**Swap Banks**"), (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as mandated lead arrangers, (vi) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as bookrunners, (vii) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as structuring banks, (viii) ABN AMRO Capital USA LLC as Agent (which expression includes its successors and assigns) and (ix) the Mortgagee, the Lenders have agreed to make a term loan facility of up to U.S.$225,000,000 and a revolving credit facility of up U.S.$50,000,000 (together, the "**Loan Facilities**") available to the Borrower on the terms and conditions stated in the loan agreement. A copy of the form of said loan agreement without appendices is annexed to this Mortgage as Exhibit A and made a part hereof (as the same may be amended or supplemented from time to time, the "**Loan Agreement**").

(C) The Borrower may from time to time enter into one or more Master Agreements (the "**Master Agreements**") with one or more of the Swap Banks, pursuant to which the Borrower and such Swap Bank or Swap Banks may enter into Transactions (as such term is defined in each of said Master Agreements), each as evidenced by a Confirmation (as such term is defined in each of said Master Agreements), providing for, among other things, the payment of certain amounts by the Borrower to the Swap Banks. The Borrower and the Swap Banks estimate that the net aggregate amount which may become due and payable by the Borrower to the Swap Banks under the Master Agreements shall not exceed U.S.$18,000,000 (the "**Swap Exposure**").

(D) Pursuant to Clause 16 of the Loan Agreement, the Owner and the other Guarantors jointly and severally guaranteed all of the liabilities of the Borrower under the Finance Documents and the Master Agreements.

(E) Pursuant to Clause 31 of the Loan Agreement, it was agreed that the Mortgagee would hold this Mortgage for the benefit of the Lenders and the Swap Banks.

(F) It is one of the conditions precedent under the Loan Agreement to the availability of the Loan Facilities that the Owner executes and delivers this Mortgage in favor of the Mortgagee as security for the Secured Liabilities and the performance and observance of and compliance with the covenants, terms and conditions contained in the Finance Documents to which the Owner is or is to be a party.

(G) The Owner has authorized the execution and delivery of this Mortgage under and pursuant to Chapter 3 of the Republic of The Marshall Islands Maritime Act 1990 as amended.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Defined expressions. Words and expressions defined in the Loan Agreement shall have the same meanings when used in this Mortgage unless the context otherwise requires.

1.2 Definitions. In this Mortgage, unless the contrary intention appears:

"**Secured Liabilities**" means all liabilities which the Owner has, at the date of this Mortgage or at any later time or times, under or in connection with any Finance Document or Master Agreement to which the Owner is or is to be a party or any judgment relating to any such Finance Documents or Master Agreement; and for this purpose, there shall be disregarded any total or partial discharge of these liabilities, or variation of their terms, which is effected by, or in connection with, any bankruptcy, liquidation, arrangement or other procedure under the insolvency laws of any country; and

"**Ship**" means the vessel described in Recital (A) and includes its engines, machinery, boats, tackle, outfit, spare gear, fuel, consumable or other stores, belongings and appurtenances whether on board or ashore and whether now owned or later acquired.

1.3 Application of construction and interpretation provisions of Loan Agreement. Clauses 1.2 to 1.8 of the Loan Agreement apply, with any necessary modifications, to this Mortgage.

1.4 Inconsistency between Loan Agreement provisions and this Mortgage. This Mortgage shall be read together with the Loan Agreement, but in case of any conflict between the Loan Agreement and this Mortgage, the provisions of the Loan Agreement shall prevail to the extent permitted by Marshall Islands law.

2 COVENANT TO PAY AND PERFORM

2.1 Covenant to pay. The Owner shall duly and punctually pay and discharge the Secured Liabilities in the manner provided for in the Finance Documents to which it is a party.

2.2 Covenant to perform. The Owner covenants with the Mortgagee to observe and perform all its obligations under the Finance Documents to which it is a party.

3 MORTGAGE

3.1 **Mortgage.** In consideration of the premises and other good and valuable consideration, the Owner grants, conveys, mortgages, pledges, confirms, assigns, transfers and sets over the whole of the Ship to the Mortgagee as a continuing security for the due and punctual payment and discharge by the Owner of the Secured Liabilities under Clause 2.1 and the observation and performance by the Owner of all its obligations under Clause 2.2.

3.2 **Extent of property mortgaged.** This Mortgage shall not cover property other than the Ship as the term "Vessel" is used in Sub-division 2 of Section 308 of Chapter 3 of the Republic of The Marshall Islands Maritime Act 1990 as amended.

3.3 **Void provisions.** Any provision of this Mortgage construed as waiving the preferred status of this Mortgage shall, to such extent, be void and of no effect.

3.4 **Continuing security.**

(a) This Mortgage shall remain in force until the end of the Security Period as a continuing security and, in particular:

(i) the Security Interest created by Clause 3.1 shall not be satisfied by any intermediate payment or satisfaction of the Secured Liabilities;

(ii) the Security Interest created by Clause 3.1, and the rights of the Mortgagee under this Mortgage, are only capable of being extinguished, limited or otherwise adversely affected by an express and specific term in a document signed by or on behalf of the Mortgagee; and

(iii) no failure or delay by or on behalf of the Mortgagee to enforce or exercise a Security Interest created by Clause 3.1 or a right of the Mortgagee under this Mortgage, and no act, course of conduct, acquiescence or failure to act (or to prevent the Owner from taking certain action) which is inconsistent with such a Security Interest or such a right shall preclude or estop the Mortgagee (either permanently or temporarily) from enforcing or exercising it.

(b) This Mortgage is in addition to and is not in any way prejudiced by, and shall not prejudice any other guarantee or Collateral or any other right of recourse now or subsequently held by any Creditor Party or any right of set-off or netting or rights to combine accounts in connection with the Finance Documents.

3.5 **Principal and independent debtor.** The Owner shall be liable under this Mortgage as a principal and independent debtor and accordingly it shall not have, as regards this Mortgage, any of the rights or defenses of a surety.

3.6 **Waiver of rights and defenses.** Without limiting the generality of Clause 3.5, the Owner shall neither be discharged by, nor have any claim against any Creditor Party in respect of:

(a) any amendment or supplement being made to any Finance Document or any Master Agreement;

(b) any arrangement or concession (including a rescheduling or acceptance of partial payments) relating to, or affecting, any Finance Document or any Master Agreement;

(c) any release or loss (even though negligent) of any right or Security Interest created by the Finance Documents;

(d) any failure (even though negligent) promptly or properly to exercise or enforce any such right or Security Interest, including a failure to realize for its full market value an asset covered by such a Security Interest; or

(e) any other Finance Document or any Master Agreement or any Security Interest now being or later becoming void, unenforceable, illegal or invalid or otherwise defective for any reason, including a neglect to register it.

3.7 **Subordination of rights of Owner.** All rights which the Owner at any time has (whether in respect of this Mortgage or any other transaction) against the Borrower, any other Security Party or their respective assets shall be fully subordinated to the rights of the Creditor Parties under the Finance Documents; and in particular, the Owner shall not:

(a) claim, or in a bankruptcy of the Borrower or any other Security Party prove for, any amount payable to the Owner by the Borrower or any other Security Party, whether in respect of this Mortgage or any other transaction;

(b) take or enforce any Security Interest for any such amount;

(c) claim to set-off any such amount against any amount payable by the Owner to the Borrower or any other Security Party; or

(d) claim any subrogation or other right in respect of any Finance Document or any Master Agreement or any sum received or recovered by any Creditor Party under a Finance Document or any Master Agreement.

3.8 **No obligations imposed on Mortgagee.** The Owner shall remain liable to perform all obligations connected with the Ship and the Mortgagee shall not, in any circumstances, have or incur any obligation of any kind in connection with the Ship.

3.9 **Intentionally omitted.**

3.10 **Release of security.** At the end of the Security Period, the Mortgagee shall, at the request and cost of the Owner, promptly discharge this Mortgage and execute and deliver, at the reasonable expense of the Owner, such documents and instruments, and take such action, reasonably requested by the Owner to evidence such discharge.

4 COVENANTS

4.1 **General.** The Owner shall comply with the following provisions of this Clause 4 at all times during the Security Period except as the Mortgagee may otherwise permit in writing.

4.2 **Insurance and Ship covenants.** The Owner shall comply with the provisions of clauses 11.2(a) (Security Interest), 13 (Marine Insurance Covenants) and 14 (Ship Covenants) of the Loan Agreement, all of which are expressly incorporated in this Mortgage with any necessary modifications.

4.3 **Perfection of Mortgage**. The Owner shall:

(a) comply with and satisfy all the requirements and formalities established by the Republic of The Marshall Islands Maritime Act 1990 as amended and any other pertinent legislation of the Republic of The Marshall Islands to perfect this Mortgage as a legal, valid and enforceable first preferred mortgage and maritime lien upon the Ship; and

(b) promptly provide the Mortgagee from time to time with evidence in such form as the Mortgagee requires that the Owner is complying with Clause 4.3(a).

4.4 **Notice of Mortgage.** The Owner shall:

(a) carry on board the Ship with its papers a certified copy of this Mortgage and cause that certified copy of this Mortgage to be exhibited to any person having business with the Ship which might give rise to a lien on the Ship other than a lien for crew's wages and salvage and to any representative of the Mortgagee on demand; and

(b) place and maintain in a conspicuous place in the navigation room and the Master's cabin of the Ship a framed printed notice in plain type in English of such size that the paragraph of reading matter shall cover a space not less than 6 inches wide and 9 inches high reading as follows:

"NOTICE OF MORTGAGE

This Vessel is covered by a First Preferred Mortgage to ABN AMRO CAPITAL USA LLC in its capacity as Security Trustee, as Mortgagee under authority of Chapter 3 of the Republic of The Marshall Islands Maritime Act 1990 as amended. Under the terms of the said Mortgage neither the Owner nor any Charterer nor the Master of this Vessel nor any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any lien whatsoever other than for crew's wages and salvage."

5 **PROTECTION OF SECURITY**

5.1 **Mortgagee's right to protect or maintain security.** The Mortgagee may, but shall not be obliged to, take any action which it may think fit for the purpose of protecting or maintaining the security created by this Mortgage or for any similar or related purpose.

5.2 **Mortgagee's right to insure, repair etc.** Without limiting the generality of Clause 5.1, if the Owner does not comply with Clause 4, the Mortgagee may:

(a) effect, replace and renew any Insurances;

(b) arrange for the carrying out of such surveys and/or repairs of the Ship as it deems expedient or necessary; and

(c) discharge any liabilities charged on the Ship, or otherwise relating to or affecting it, and/or take any measures which the Mortgagee may think expedient or necessary for the purpose of securing its release.

6 ENFORCEABILITY AND MORTGAGEE'S POWERS

6.1 **Right to enforce security.** If an Event of Default occurs and irrespective of whether a notice has been served under clause 20.2 (Actions following an Event of Default) of the Loan Agreement and without the necessity for the Mortgagee to serve any notice or take any other action or for any court order in any jurisdiction to the effect that an Event of Default has occurred or that the Security Interest constituted by this Mortgage has become enforceable:

(a) the Security Interest constituted by this Mortgage shall immediately become enforceable;

(b) the Mortgagee shall be entitled at any time or times to exercise the powers set out in Clause 6.2 and in any other Finance Document;

(c) the Mortgagee shall be entitled at any time or times to exercise the powers possessed by it as mortgagee of the Ship conferred by the law of any country or territory the courts of which have or claim any jurisdiction in respect of the Owner or the Ship; and

(d) the Mortgagee shall be entitled to exercise all the rights and remedies in foreclosure and otherwise given to mortgagees by applicable law including the provisions of Chapter 3 of the Republic of The Marshall Islands Maritime Act 1990 as amended.

6.2 **Right to take possession, sell etc.** If the Security Interest constituted by this Mortgage has become enforceable, the Mortgagee shall be entitled then or at any later time or times:

(a) to take possession of the Ship whether actually or constructively and/or otherwise to take control of the Ship wherever the Ship may be and cause the Owner or any other person in possession of the Ship forthwith upon demand to surrender the Ship to the Mortgagee without legal process and without the Mortgagee or any other Creditor Party being liable for any losses thereby caused or to account to the Owner in connection therewith;

(b) to sell the Ship with or without prior notice to the Owner, and with or without the benefit of any charterparty or other contract for its employment, by public auction or private contract at any time, at any place and upon any terms (including, without limitation, on terms that all or any part or parts of the purchase price be satisfied by shares, loan stock or other securities and/or be left outstanding as a debt, whether secured or unsecured and whether carrying interest or not) which the Mortgagee may think fit, with power for the Mortgagee to purchase the Ship at any such public auction and to set off the purchase price against all or any part of the Secured Liabilities;

(c) to manage, insure, maintain and repair the Ship and to charter, employ, lay up or in any other manner whatsoever deal with the Ship in any manner, upon any terms and for any period which the Mortgagee may think fit, in all respects as if the Mortgagee were the owner of the Ship and without the Mortgagee or any other Creditor Party being responsible for any loss thereby incurred;

(d) to collect, recover and give good discharge for any moneys or claims arising in relation to the Ship and to permit any brokers through whom collection or recovery is effected to charge the usual brokerage therefor;

(e) to take over or commence or defend (if necessary using the name of the Owner) any claims or proceedings relating to, or affecting, the Ship which the Mortgagee may think fit and to abandon, release or settle in any way any such claims or proceedings; and

(f) generally, to enter into any transaction or arrangement of any kind and to do anything in relation to the Ship which the Mortgagee may think fit.

6.3 No liability of Mortgagee.

(a) The Mortgagee shall not be obliged to check the nature or sufficiency of any payment received by it under this Mortgage or to preserve, exercise or enforce any right relating to the Ship.

(b) In addition to, and without limiting, any exclusion or limitation of liability of any Creditor Party under any Finance Document, the Mortgagee shall not have any liability to any Security Party:

(i) for any loss caused by an exercise of, or failure to exercise, rights under or enforcement of, or failure to enforce any Security Interest created by this Mortgage;

(ii) as mortgagee-in-possession or otherwise, to account for any income or principal amount which might have been produced or realized from the Ship; or

(iii) as mortgagee-in-possession or otherwise, for any reduction in the value of the Ship.

6.4 No requirement to commence proceedings against Borrower. Neither the Mortgagee nor any other Creditor Party will need to commence any proceedings under, or enforce any Security Interest created by, the Loan Agreement any Master Agreement or any other Finance Document before commencing proceedings under, or enforcing any Security Interest created by, this Mortgage.

6.5 Suspense account. The Mortgagee may, for the purpose of claiming or proving in a bankruptcy of the Borrower or any other Security Party, place any sum received or recovered under or by virtue of this Mortgage or any Security Interest connected with it on a separate suspense or other nominal account without applying it in satisfaction of the Borrower's obligations under the Loan Agreement.

7 APPLICATION OF MONEYS

7.1 General. All sums received by the Mortgagee:

(a) in respect of sale of the Ship;

(b) in respect of net profits arising out of the employment of the Ship pursuant to Clause 6.2(c); or

(c) in respect of any other transaction or arrangement under Clauses 6.1 or 6.2,

shall be held by the Mortgagee upon trust:

(i) **first** to pay or discharge any expenses or liabilities (including any interest) which have been paid or incurred by the Mortgagee in or in connection with the exercise of its powers; and

(ii) **second** to pay the balance over to the Agent for application in accordance with clause 18 (Application of Receipts) of the Loan Agreement.

8 FURTHER ASSURANCES

8.1 Owner's obligation to execute further documents etc. The Owner shall:

(a) execute and deliver to the Mortgagee (or as it may direct) any assignment, mortgage, power of attorney, proxy or other document as the Mortgagee may, in any particular case, reasonably specify; and

(b) effect any registration or notarization, give any notice or take any other step,

which the Mortgagee may, by notice to the Owner, reasonably specify for any of the purposes described in Clause 8.2 or for any similar or related purpose.

8.2 Purposes of further assurances. The purposes referred to in Clause 8.1 are:

(a) validly and effectively to create any Security Interest or right of any kind which the Mortgagee intended should be created by or pursuant to this Mortgage or any other Finance Document;

(b) to protect the priority, or increase the effectiveness, in any jurisdiction of any Security Interest which is created, or which the Mortgagee intended should be created, by or pursuant to this Mortgage or any other Finance Document;

(c) to enable or assist the Mortgagee to sell or otherwise deal with the Ship, to transfer title to, or grant any interest or right relating to, the Ship or to exercise any power which is referred to in Clauses 6.1 or 6.2 or which is conferred by any Finance Document; or

(d) to enable or assist the Mortgagee to enter into any transaction to commence, defend or conduct any proceedings and/or to take any other action relating to the Ship in any country or under the law of any country.

8.3 Terms of further assurances. The Mortgagee may specify the terms of any document to be executed by the Owner under Clause 8.1, and those terms may include any covenants, undertakings, powers and provisions which the Mortgagee considers appropriate to protect its, and any other Creditor Party's, interests.

8.4 Obligation to comply with notice. The Owner shall comply with a notice under Clause 8.1 by the date specified in the notice.

8.5 Additional corporate action. At the same time as the Owner delivers to the Mortgagee any document executed under Clause 8.1(a), the Owner shall also deliver to the Mortgagee a certificate signed by the Owner's Manager which shall:

(a) set out the text of a resolution of the Owner's directors (or equivalent governing body) specifically authorizing the execution of the document specified by the Mortgagee; and

(b) state that either the resolution was duly passed at a meeting of the directors (or equivalent governing body) validly convened and held throughout which a quorum of directors (or equivalent governing body) entitled to vote on the resolution was present or that the resolution has been signed by all the directors (or equivalent governing body) and is valid under the Owner's constitutional documents.

9 POWER OF ATTORNEY

9.1 **Appointment.** For the purpose of securing the Mortgagee's interest in the Ship and the due and punctual performance of the Owner's obligations to the Mortgagee under this Mortgage and every other Finance Documents and Master Agreement to which the Owner is or is to be a party, the Owner irrevocably and by way of security appoints (with full power of substitution) the Mortgagee as its attorney-in-fact:

(a) to do all acts and execute or sign all documents which the Owner itself can do and execute in relation to the Ship including, without limitation, all acts and documents necessary to sell the Ship by such means and on such terms as the Mortgagee may determine; and

(b) to do all acts and things and execute or sign all documents which the Owner is obliged to do, execute or sign under this Mortgage and the other Finance Documents and which it has failed so to do, execute or sign immediately upon the Mortgagee's first written demand.

The power of attorney constituted by this Clause 9.1 shall be exercisable only on the occurrence and during the continuance of an Event of Default.

9.2 **General power of attorney.** The power of attorney constituted by Clause 9.1 shall be a general power of attorney.

9.3 **Ratification**. The Owner ratifies and confirms, and agrees to ratify and confirm, any act, deed or document which the Mortgagee (or any substitute) does or executes pursuant to its terms.

9.4 **Conclusiveness of exercise**. The exercise of the power of attorney constituted by Clause 9.1 shall not put any person dealing with the Mortgagee (or any substitute) on enquiry whether, by its terms, the power of attorney is exercisable and the exercise by the Mortgagee (or any substitute) of its powers shall, as between the Mortgagee (or any substitute) and any third party, be conclusive evidence of the Mortgagee's right (or the right of any substitute) to exercise the same.

9.5 **Delegation**. The Mortgagee may delegate to any person or persons all or any of the powers and discretions conferred on the Mortgagee by Clause 9.1 and may do so on terms authorizing successive sub-delegations.

9.6 **Duration**. The power of attorney constituted by Clause 9.1 shall be granted for the duration of the Security Period.

10 INCORPORATION OF LOAN AGREEMENT PROVISIONS

10.1 Incorporation of specific provisions. The following provisions of the Loan Agreement apply to this Mortgage as if they were expressly incorporated in this Mortgage with any necessary modifications:

Clause 23, No Set-Off or Tax Deduction; Tax Indemnity; FATCA

Clause 28, Variations and Waivers;

Clause 29, Notices; and

Clause 30, Supplemental.

10.2 Incorporation of general provisions. Clause 10.1 is without prejudice to the application to this Mortgage of any provision of the Loan Agreement which, by its terms, applies or relates to the Finance Documents generally or this Mortgage specifically.

11 ASSIGNMENT

11.1 Assignment and transfer by Mortgagee. The Mortgagee may assign its rights, or transfer any of its rights and obligations, under and in connection with this Mortgage in accordance with the provisions of the Loan Agreement.

12 TOTAL AMOUNT, ETC.

12.1 Total amount. For the purpose of recording this Mortgage as required by Chapter 3 of the Republic of The Marshall Islands Maritime Act 1990 as amended, the total amount of the direct and contingent obligations secured by this Mortgage is U.S.$293,000,000 (of which (a) U.S.$275,000,000 is attributable to the Loan Facilities and (b) U.S.$18,000,000 is attributable to the Swap Exposure) together with interest, fees, commissions and performance of mortgage covenants. The date of maturity of this Mortgage is on demand and there is no separate discharge amount.

13 SUPPLEMENTAL

13.1 No restriction on other rights. Nothing in this Mortgage shall be taken to exclude or restrict any power, right or remedy which the Mortgagee or any other Creditor Party may at any time have under:

(a) any other Finance Document or Master Agreement; or

(b) the law of any country or territory the courts of which have or claim any jurisdiction in respect of the Owner or the Ship.

13.2 Exercise of other rights. The Mortgagee may exercise any right under this Mortgage before it or any other Creditor Party has exercised any right referred to in Clause 13.1(a) or (b).

13.3 Invalidity of Loan Agreement. In the event of:

(a) the Loan Agreement now being or later becoming void, illegal, unenforceable or otherwise invalid for any reason whatsoever; or

(b) a bankruptcy of the Borrower, the introduction of any law or any other matter resulting in the Borrower being discharged from liability under the Loan Agreement, or the Loan Agreement ceasing to operate (for example, by interest ceasing to accrue);

this Mortgage shall cover any amount which would have been or become payable under or in connection with the Loan Agreement if the Loan Agreement had been and remained entirely valid and enforceable and the Borrower had remained fully liable under it; and references in this Mortgage to amounts payable by the Borrower under or in connection with the Loan Agreement shall include references to any amount which would have so been or become payable as aforesaid.

13.4 Invalidity of Finance Documents. Clause 13.3 also applies to each of the other Finance Documents and Master Agreements to which the Borrower is a party.

13.5 Settlement or discharge conditional. Any settlement or discharge under this Mortgage between the Mortgagee or any other Creditor Party and the Owner shall be conditional upon no security or payment to the Mortgagee or any other Creditor Party by the Owner or any other person being set aside, adjusted or ordered to be repaid, whether under any insolvency law or otherwise.

14 LAW AND JURISDICTION

14.1 Marshall Islands law. This Mortgage shall be governed by, and construed in accordance with, Marshall Islands law.

14.2 Choice of forum. The Mortgagee reserves the rights:

(a) to commence proceedings in relation to any matter which arises out of or in connection with this Mortgage in the courts of any country which have or claim jurisdiction to that matter; and

(b) to commence such proceedings in the courts of any such country or countries concurrently with or in addition to proceedings in the Marshall Islands or without commencing proceedings in the Marshall Islands.

14.3 Action against Ship. The rights referred to in Clause 14.2 include the right of the Mortgagee to arrest and take action against the Ship at whatever place the Ship shall be found lying and for the purpose of any action which the Mortgagee may bring before the courts of that jurisdiction or other judicial authority and for the purpose of any action which the Mortgagee may bring against the Ship, any writ, notice, judgment or other legal process or documents may (without prejudice to any other method of service under applicable law) be served upon the Master of the Ship (or upon anyone acting as the Master) and such service shall be deemed good service on the Owner for all purposes.

14.4 Mortgagee's rights unaffected. Nothing in this Clause 14 shall exclude or limit any right which any Creditor Party may have (whether under the law of any country, an international convention or otherwise) with regard to the bringing of proceedings, the service of process, the recognition or enforcement of a judgment or any similar or related matter in any jurisdiction.

14.5 **Meaning of "proceedings".** In this Clause 14, "proceedings" means proceedings of any kind, including an application for a provisional or protective measure.

EXECUTION

THIS MORTGAGE has been executed by the duly authorized [Attorney-in-Fact] of the Owner on the date stated at the beginning of this Mortgage.

[●] SHIPPING LLC

By: .....
Name:
Title:

ACKNOWLEDGEMENT OF MORTGAGE

STATE OF NEW YORK)
) S.S.
COUNTY OF NEW YORK)

On this ___ day of October before me personally appeared [●] to me known who being by me duly sworn did depose and say that he resides at [●] that he is an attorney-in-fact for [●] SHIPPING LLC the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Power of Attorney of said limited liability company dated October ___, 2014.

Notary Public

PROMISSORY NOTE
(Term Loan Facility)

AMOUNT: U.S. $225,000,000

DATE: October ___, 2014

FOR VALUE RECEIVED, EAGLE BULK SHIPPING INC., a corporation incorporated under the laws of the Republic of the Marshall Islands, as borrower (the "**Borrower"**), hereby promises to pay to the order of ABN AMRO CAPITAL USA LLC, in its capacity as agent (in such capacity, the "**Agent**", which expression includes its successors and assigns) for the Lenders under the Loan Agreement referred to below, the principal sum of TWO HUNDRED AND TWENTY FIVE MILLION UNITED STATES DOLLARS (U.S. $225,000,000) or, if less, the aggregate unpaid principal amount of the term loan advances (the "**Term Loan Advances**") from time to time outstanding made by the Lenders to the Borrower pursuant to the Loan Agreement dated as of October ___, 2014 (as the same may be amended or supplemented from time to time, the "**Loan Agreement**") among (i) the Borrower, (ii) the companies listed in Schedule 8 therein as joint and several guarantors, (iii) the banks and financial institutions listed in Schedule 1 therein as lenders (together with their successors and assigns, the "**Lenders**"), (iv) the banks and financial institutions listed in Schedule 2 therein as swap banks (together with their successors and assigns, the "**Swap Banks**"), (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as Mandated Lead Arrangers, (vi) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as Bookrunners, (vii) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as Structuring Banks, (viii) ABN AMRO Capital USA LLC as security trustee (the "**Security Trustee**", which expression includes its successors and assigns), and (ix) the Agent. Capitalized terms used but not defined herein shall have the meaning assigned such terms in the Loan Agreement.

The Term Loan Advances shall be repaid and/or prepaid by the Borrower in accordance with Clause 8 of the Loan Agreement. The Borrower shall also pay interest on the Term Loan Advances from the Drawdown Date of each Term Loan Advance until payment in full at the times and in the manner provided in Clauses 5 – 7 of the Loan Agreement. Subject to the terms of the Loan Agreement, interest on each Term Loan Advance shall accrue at the rates determined from time to time in accordance with Clause 5 of the Loan Agreement. Any principal installment not paid when due, whether on an installment payment date or by acceleration, shall bear interest thereafter at the default rate determined in accordance with Clause 7 of the Loan Agreement. All interest shall accrue and be calculated on the actual number of days elapsed and on the basis of a 360-day year. The provisions of Clauses 5 through 7 of the Loan Agreement are incorporated herein with full force and effect as if they were fully set forth herein.

All payments of principal and interest to be made by the Borrower under this Note shall be made in Dollars to the Agent, for the account of the Lenders:

(a) not later than 11:00 a.m. (New York City time) on the due date (any payment received after 11:00 a.m. New York City time shall be deemed to have been paid on the next Business Day);

(b) in same day Dollar funds settled through the New York Clearing House Interbank Payments System (or in such other Dollar funds and/or settled in such other manner as the Agent shall specify as being customary at the time for the settlement of international transactions of the type contemplated by the Loan Agreement); and

(c) to the account of the Agent at Wells Fargo Bank NA, San Francisco, CA, Account No. 4122099799, ABA No. 121000248, SWIFT ID No. WFBIUS6S, Ref: Eagle Bulk Shipping Inc., or to such other account with such other bank as the Agent may from time to time notify to the Borrower and the other Creditor Parties.

The Agent shall endorse the amount and the date of the making of each Term Loan Advance and any prepayment or payment of principal hereunder on the grid annexed hereto and made a part hereof, which endorsement shall constitute prima facie evidence of the accuracy of the information so endorsed; **provided that** any failure to endorse such information on such grid shall not in any manner affect the obligation of the Borrower to make payment of principal and interest in accordance with the terms of the Loan Agreement and this Note.

If this Note or any payment required to be made hereunder becomes due and payable on a day which is not a Business Day, the due date thereof shall be extended until the next following Business Day and interest shall be payable during such extension at the rate applicable immediately prior thereto, unless such next following Business Day falls in the following calendar month, in which case the due date thereof shall be adjusted to the immediately preceding Business Day.

This Note is one of the Notes referred to in the Loan Agreement and is entitled to the security and benefits therein provided, including, but not limited to, such security as provided in the Finance Documents. Upon the occurrence of any Event of Default under Clause 20 of the Loan Agreement, the principal hereof and accrued interest hereon may be declared to be (or, with respect to certain Events of Default, automatically shall become) immediately due and payable.

In the event that the holder of this Note shall institute any action for the enforcement or the collection of this Note, there shall be immediately due and payable, in addition to the unpaid balance hereof, all late charges and all costs and expenses of such action, including reasonable attorney's fees.

The Borrower hereby waives presentment, protest, demand for payment, diligence, notice of dishonor and of nonpayment, and any and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note, hereby waives and renounces all rights to the benefits of any statute of limitations and any moratorium, appraisement, exemption and homestead now provided or which may hereafter be provided by any federal or state statute, including, without limitation, exemptions provided by or allowed under any federal or state bankruptcy or insolvency laws, both as to itself and as to all of its property, whether real or personal, against the enforcement and collection of the obligations evidenced by this Note and any and all extensions, renewals and modifications hereof and hereby consents to any extensions of time, renewals, releases of any party this Note, waiver or modification that may be granted or consented to by the holder of this Note.

The Borrower agrees that its liabilities hereunder are absolute and unconditional without regard to the liability of any other party and that no delay on the part of the holder hereof in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right.

If at any time this transaction would be usurious under applicable law, then regardless of any provision contained in the Loan Agreement or this Note or any other agreement made in connection with this transaction, it is agreed that (a) the total of all consideration which constitutes interest under applicable law that is contracted for, charged or received upon the Loan Agreement, this Note or any other agreement shall under no circumstances exceed the maximum rate of interest authorized by applicable law, if any, and any excess shall be credited to the Borrower and (b) if the Lenders elect to accelerate the maturity of, or if the Borrower prepays the indebtedness described in this Note, any amounts which because of such action would constitute interest may never include more than the maximum rate of interest authorized by applicable law and any excess interest, if any, provided for in the Loan Agreement, in this Note or otherwise, shall be credited to the Borrower automatically as of the date of acceleration or prepayment.

THE UNDERSIGNED, AND THE AGENT BY ITS ACCEPTANCE HEREOF, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS NOTE.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the Borrower has executed and delivered this Note on the date and year first above written.

EAGLE BULK SHIPPING INC.

By: _____
Name:
Title:

TERM LOAN ADVANCES AND PAYMENTS OF PRINCIPAL

Date	Term Loan Advance	Amount of Principal Paid or Prepaid	Unpaid Principal Balance	Notation Made By

PROMISSORY NOTE
(Revolving Credit Facility)

AMOUNT: U.S. $50,000,000

DATE: October ___, 2014

FOR VALUE RECEIVED, EAGLE BULK SHIPPING INC., a corporation incorporated under the laws of the Republic of the Marshall Islands, as borrower (the "**Borrower"**), hereby promises to pay to the order of ABN AMRO CAPITAL USA LLC, in its capacity as agent (in such capacity, the "**Agent**", which expression includes its successors and assigns) for the Lenders under the Loan Agreement referred to below, the principal sum of FIFTY MILLION UNITED STATES DOLLARS (U.S. $50,000,000) or, if less, the aggregate unpaid principal amount of the revolving advances (the "**Revolving Advances**") from time to time outstanding made by the Lenders to the Borrower pursuant to the Loan Agreement dated as of October ___, 2014 (as the same may be amended or supplemented from time to time, the "**Loan Agreement**") among (i) the Borrower, (ii) the companies listed in Schedule 8 therein as joint and several guarantors, (iii) the banks and financial institutions listed in Schedule 1 therein as lenders (together with their successors and assigns, the "**Lenders**"), (iv) the banks and financial institutions listed in Schedule 2 therein as swap banks (together with their successors and assigns, the "**Swap Banks**"), (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as Mandated Lead Arrangers, (vi) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as Bookrunners, (vii) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as Structuring Banks, (viii) ABN AMRO Capital USA LLC as security trustee (the "**Security Trustee**", which expression includes its successors and assigns), and (ix) the Agent. Capitalized terms used but not defined herein shall have the meaning assigned such terms in the Loan Agreement.

The Revolving Advances shall be repaid and/or prepaid by the Borrower in accordance with Clause 8 of the Loan Agreement. The Borrower shall also pay interest on the Revolving Advances from the Drawdown Date of each Revolving Advance until payment in full at the times and in the manner provided in Clauses 5 – 7 of the Loan Agreement. Subject to the terms of the Loan Agreement, interest on each Revolving Advance shall accrue at the rates determined from time to time in accordance with Clause 5 of the Loan Agreement. Any principal not paid when due shall bear interest thereafter at the default rate determined in accordance with Clause 7 of the Loan Agreement. All interest shall accrue and be calculated on the actual number of days elapsed and on the basis of a 360-day year. The provisions of Clauses 5 through 7 of the Loan Agreement are incorporated herein with full force and effect as if they were fully set forth herein.

All payments of principal and interest to be made by the Borrower under this Note shall be made in Dollars to the Agent, for the account of the Lenders:

(a) not later than 11:00 a.m. (New York City time) on the due date (any payment received after 11:00 a.m. New York City time shall be deemed to have been paid on the next Business Day);

(b) in same day Dollar funds settled through the New York Clearing House Interbank Payments System (or in such other Dollar funds and/or settled in such other manner as the Agent shall specify as being customary at the time for the settlement of international transactions of the type contemplated by the Loan Agreement); and

(c) to the account of the Agent at Wells Fargo Bank NA, San Francisco, CA, Account No. 4122099799, ABA No. 121000248, SWIFT ID No. WFBIUS6S, Ref: Eagle Bulk Shipping Inc., or to such other account with such other bank as the Agent may from time to time notify to the Borrower and the other Creditor Parties.

The Agent shall endorse the amount and the date of the making of each Revolving Advance and any prepayment or payment of principal hereunder on the grid annexed hereto and made a part hereof, which endorsement shall constitute prima facie evidence of the accuracy of the information so endorsed; **provided that** any failure to endorse such information on such grid shall not in any manner affect the obligation of the Borrower to make payment of principal and interest in accordance with the terms of the Loan Agreement and this Note.

If this Note or any payment required to be made hereunder becomes due and payable on a day which is not a Business Day, the due date thereof shall be extended until the next following Business Day and interest shall be payable during such extension at the rate applicable immediately prior thereto, unless such next following Business Day falls in the following calendar month, in which case the due date thereof shall be adjusted to the immediately preceding Business Day.

This Note is one of the Notes referred to in the Loan Agreement and is entitled to the security and benefits therein provided, including, but not limited to, such security as provided in the Finance Documents. Upon the occurrence of any Event of Default under Clause 20 of the Loan Agreement, the principal hereof and accrued interest hereon may be declared to be (or, with respect to certain Events of Default, automatically shall become) immediately due and payable.

In the event that the holder of this Note shall institute any action for the enforcement or the collection of this Note, there shall be immediately due and payable, in addition to the unpaid balance hereof, all late charges and all costs and expenses of such action, including reasonable attorney's fees.

The Borrower hereby waives presentment, protest, demand for payment, diligence, notice of dishonor and of nonpayment, and any and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note, hereby waives and renounces all rights to the benefits of any statute of limitations and any moratorium, appraisement, exemption and homestead now provided or which may hereafter be provided by any federal or state statute, including, without limitation, exemptions provided by or allowed under any federal or state bankruptcy or insolvency laws, both as to itself and as to all of its property, whether real or personal, against the enforcement and collection of the obligations evidenced by this Note and any and all extensions, renewals and modifications hereof and hereby consents to any extensions of time, renewals, releases of any party this Note, waiver or modification that may be granted or consented to by the holder of this Note.

The Borrower agrees that its liabilities hereunder are absolute and unconditional without regard to the liability of any other party and that no delay on the part of the holder hereof in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right.

If at any time this transaction would be usurious under applicable law, then regardless of any provision contained in the Loan Agreement or this Note or any other agreement made in connection with this transaction, it is agreed that (a) the total of all consideration which constitutes interest under applicable law that is contracted for, charged or received upon the Loan Agreement, this Note or any other agreement shall under no circumstances exceed the maximum rate of interest authorized by applicable law, if any, and any excess shall be credited to the Borrower and (b) if the Lenders elect to accelerate the maturity of, or if the Borrower prepays the indebtedness described in this Note, any amounts which because of such action would constitute interest may never include more than the maximum rate of interest authorized by applicable law and any excess interest, if any, provided for in the Loan Agreement, in this Note or otherwise, shall be credited to the Borrower automatically as of the date of acceleration or prepayment.

THE UNDERSIGNED, AND THE AGENT BY ITS ACCEPTANCE HEREOF, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS NOTE.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the Borrower has executed and delivered this Note on the date and year first above written.

EAGLE BULK SHIPPING INC.

By: _____
Name:
Title:

REVOLVING ADVANCES AND PAYMENTS OF PRINCIPAL

Date	Revolving Advance	Amount of Principal Paid or Prepaid	Unpaid Principal Balance	Notation Made By

FORM OF MANAGEMENT AGREEMENT ASSIGNMENT

THIS MANAGEMENT AGREEMENT ASSIGNMENT, dated as of October ___, 2014 (this "**Assignment**"), is made by [●] **SHIPPING LLC**, a limited liability company formed and existing under the laws of the Republic of The Marshall Islands (the "**Assignor**"), to and in favor of **ABN AMRO CAPITAL USA LLC** as Security Trustee (the "**Assignee**", which expression includes its successors and assigns) for the Lenders and the Swap Banks. Capitalized terms used but not defined herein shall have the meaning assigned such terms in the Loan Agreement (as defined below).

WHEREAS:

1. The Assignor has entered into a [Ship Management][Agency] Agreement dated [●] (as the same may from time to time be amended and/or supplemented, the "**Management Agreement**") with [●], a [●] organized and existing under the laws of [●] (the "**Ship Manager**"), providing for the management of [●] registered under the laws and flag of the Republic of The Marshall Islands, Official Number [●] (the "**Ship**") upon the terms and conditions stated in the Management Agreement.

2. Pursuant to and subject to the conditions contained in a loan agreement dated as of October ___, 2014 (as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") among (i) Eagle Bulk Shipping, Inc. as borrower (the "**Borrower**"), (ii) the Guarantors named therein, including the Assignor, (iii) the banks and financial institutions named therein as lenders (together with their successors and assigns, the "**Lenders**"), (iv) the banks and financial institutions named therein as swap banks (together with their successors and assigns, the "**Swap Banks**"), (v) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as mandated lead arrangers, (vi) ABN AMRO Capital USA LLC, Crédit Agricole Corporate and Investment Bank and CIT Finance LLC as bookrunners, (vii) ABN AMRO Capital USA LLC and Crédit Agricole Corporate and Investment Bank as structuring banks, (viii) ABN AMRO Capital USA LLC as Agent (which expression includes its successors and assigns) and (ix) the Assignee as Security Trustee, the Lenders have agreed to make available to the Borrower term and revolving loan facilities (together, the "**Loan Facilities**") in the amounts described therein.

3. The Borrower may from time to time enter into one or more Master Agreements with one or more of the Swap Banks, pursuant to which the Borrower and such Swap Bank or Swap Banks may enter into Transactions (as such term is defined in said Master Agreements), each as evidenced by a Confirmation (as such term is defined in said Master Agreements), providing for, among other things, the payment of certain amounts by the Borrower to the Swap Banks to protect the Borrower against the risk of interest rate fluctuations in respect of the Loan Agreement (said Master Agreements and the respective Schedules thereto and any Confirmations exchanged thereunder, the "**Master Agreements**"). It is one of the conditions precedent under the Loan Agreement to the availability of the Loan Facilities that the Assignor executes and delivers this Assignment in favor of the Assignee as security for the Secured Liabilities and the performance and observance of and compliance with the covenants, terms and conditions contained in the Finance Documents and the Master Agreements to which the Assignor is or is to be a party (collectively, the "**Obligations**").

NOW, THEREFORE, in consideration of the premises, the Assignor hereby agrees as follows:

SECTION 1. Assignment. (a) As security for the Obligations, the Assignor hereby assigns, transfers and sets over unto the Assignee for the benefit of the Lenders and the Swap Banks, and hereby grants the Assignee a continuing, first priority security interest in, all of the Assignor's right, title and interest in and to the Management Agreement, including, without limitation: (i) all claims, rights, remedies, powers and privileges for moneys due and to become due to the Assignor pursuant to the Management Agreement, (ii) all claims, rights, remedies, powers and privileges for failure of the Ship Manager to meet any of its obligations under the Management Agreement, (iii) the right to make all waivers, consents and agreements under the Management Agreement; (iv) the right to give and receive all notices and other instruments or communications under the Management Agreement; (v) the right to take such action, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Management Agreement, or by law, and to do any and all other things whatsoever which the Assignor is, or may be, entitled to do under the Management Agreement, including, without limitation, continuation or termination of the Management Agreement following an Event of Default (as referred to in Section 4 hereof) upon the same terms prevailing under the Management Agreement immediately prior to such Event of Default; and (vi) any proceeds of the foregoing (collectively, the "**Collateral**").

(b) Any payments made pursuant to the terms hereof shall be made to such account as may, from time to time, be designated by the Assignee.

(c) Upon full satisfaction of all of the Obligations, this Assignment shall terminate, and at the sole cost and expense of the Assignor, the Assignee shall, upon the request of the Assignor, (i) promptly execute and deliver to the Assignor (or such other party as the Assignor may direct), a proper instrument or instruments acknowledging the satisfaction and termination of this Assignment and any and all instruments of release as the Assignor shall reasonably request as are necessary to evidence discharge of the Lien of this Assignment, and (ii) duly assign, transfer and deliver to the Assignor (without recourse and without any representation or warranty) such of the Collateral and the documents delivered pursuant to this Assignment as may be in the possession of the Assignee that have not theretofore been applied or put into effect or released pursuant to this Assignment, together with any moneys at the time held by the Assignee hereunder or pursuant hereto.

SECTION 2. Notice and Consent. The Assignor hereby covenants and agrees that it will upon the execution and delivery of this Assignment:

(a) procure that notice of this Assignment in substantially the form of Annex A attached hereto shall be duly given to the Ship Manager; and

(b) shall (or in the case of a Ship Manager who is not controlled by the Borrower, shall use reasonable commercial efforts to) cause the Ship Manager to execute a consent to this Assignment in the form of Annex B attached hereto.

SECTION 3. Assignor to Remain Liable. Anything herein contained to the contrary notwithstanding:

(a) the Assignor shall at all times remain fully liable under the Management Agreement to perform all of the duties and obligations assumed by it thereunder to the same extent as if this Assignment had not been executed, and the Assignee shall have no obligation or liability under the Management Agreement by reason of or arising out of this Assignment nor shall the Assignee be required or obligated in any manner to perform or fulfill any of the duties or obligations of the Assignor under or pursuant to the Management Agreement or to make any payment or any indemnity under the Management Agreement or to make any inquiry as to the nature or sufficiency of any payment received by the Assignee or to present or file any claim or to take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times; and

(b) no notice, request or demand under the Management Agreement shall be valid as against the Assignee unless and until a copy thereof is furnished to the Assignee.

SECTION 4. Event of Default. (a) Upon the occurrence of an Event of Default and so long as such Event of Default shall be continuing, the Assignee (or its nominee or nominees) shall be entitled with or without notice to the Assignor to exercise all of the claims, rights, remedies, powers and privileges assigned to it hereunder or available to it by law for the protection and enforcement of its rights hereunder, including, without limiting the foregoing, to instruct the Ship Manager to:

(i) pay all amounts from time to time due and payable to, or receivable by, the Assignor under the Management Agreement to such account as the Assignee may designate; and

(ii) deliver directly to the Assignee copies of all notices and other instruments, certificates, reports and communications required or permitted to be given or made by the Ship Manager to the Assignor pursuant to the Management Agreement.

(b) For the avoidance of doubt, so long as no Event of Default shall have occurred and be continuing, the Assignor shall be entitled to exercise all of the claims, rights, remedies, powers and privileges assigned to the Assignee hereunder.

SECTION 5. Representations and Warranties. The Assignor represents and warrants that:

(a) the Management Agreement has been duly executed by the Assignor, and, to the Assignor's knowledge, by the Ship Manager, is in full force and effect as to the Assignor and, to the Assignor's knowledge, is in full force and effect as to the Ship Manager, and is not, to the Assignor's knowledge, in default; and

(b) it has not assigned, charged or pledged the rights, title and interest assigned hereunder to anyone other than the Assignee.

SECTION 6. Covenants. The Assignor hereby covenants that, without the prior written consent of the Assignee, so long as this Assignment shall remain in effect:

(a) it will not assign, charge or pledge the whole or any part of the rights, title and interest hereby assigned to anyone other than the Assignee;

(b) it will not take or omit to take any action, the taking or omission of which might result in an alteration or impairment of this Assignment, or of any of the rights of the Assignee created by this Assignment; and

(c) it will not terminate or consent to the termination of the Management Agreement, or consent or agree to any amendment, modification or waiver of any of the terms or provisions of the Management Agreement.

SECTION 7. Assignee Appointed Attorney-in-Fact. (a) The Assignor hereby appoints and constitutes the Assignee, its successors and assigns, its true and lawful attorney, irrevocably, with full power (in the name of the Assignor or otherwise), upon the occurrence of an Event of Default and so long as such Event of Default shall be continuing, to carry out the provisions of this Assignment and to take any action and execute any instruments which the Assignee may deem necessary or advisable to accomplish the purposes hereof, including without limitation, to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Collateral assigned hereby, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or institute any proceedings which the Assignee may deem necessary or advisable in the premises, including, without limitation, termination of the Management Agreement.

(b) The Assignor hereby further authorizes the Assignee to file financing statements (including Form UCC-l and UCC-3) and amendments thereto as provided in Article 9 of the Uniform Commercial Code in effect in the State of New York, and to make such other filings as the Assignee may reasonably deem necessary in connection with the perfection of the Assignee's security interest in the Collateral hereby assigned.

(c) The powers and authority granted to the Assignee herein have been given for a valuable consideration, are coupled with an interest and are hereby declared to be irrevocable.

SECTION 8. No Waiver. No failure on the part of the Assignee to exercise, and no delay in exercising, any right, remedy, power or privilege shall operate as waiver thereof, nor shall any single or partial exercise by the Assignee of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies of the Assignee under this Assignment are cumulative and may be exercised (where possible to do so) singly, concurrently, successively and/or in conjunction with or apart from and without prejudice to any other rights and remedies available to the Assignee under the other Finance Documents or the Master Agreements and are not exclusive of any rights or remedies provided by law.

SECTION 9. Further Assurances. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee and at the expense of the Assignor, it shall promptly and duly execute and deliver any and all such further instruments and documents as the Assignee may deem necessary in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

SECTION 10. Amendments. No amendment or waiver of any provision of this Assignment, nor consent to any departure by the Assignor herefrom, shall be effective unless the same shall be in writing and signed by the Assignee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 11. Notices. Any notice, demand or other communication to be given under, or for the purpose of this Assignment shall be made as provided in Clause 29 of the Loan Agreement.

SECTION 12. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD FOR ITS CONFLICT OF LAWS PRINCIPLES).

IN WITNESS WHEREOF, the Assignor has executed and delivered this Management Agreement Assignment as of the date first above written.

[●] SHIPPING LLC, as Assignor

By: _____
Name:
Title:

NOTICE OF ASSIGNMENT

To: [●], as Ship Manager
[Address]

PLEASE TAKE NOTICE that, pursuant to a Management Agreement Assignment dated October ___, 2014 (the "**Assignment**") made by the undersigned to and in favor of ABN AMRO Capital USA LLC as Security Trustee (the "**Assignee**"), the undersigned has granted to the Assignee a continuing, first priority security interest in and to all of the undersigned's right, title and interest in, to and under the [Ship Management][Agency] Agreement dated [●] (the "**Management Agreement**") between the undersigned as Owner and [●] as ship manager (the "**Ship Manager**") for the Marshall Islands registered vessel [●] (the "**Ship**"), including without limitation:

(i) all claims, rights, remedies, powers and privileges for moneys due and to become due to the undersigned pursuant to the Management Agreement;

(ii) all claims, rights, remedies, powers and privileges for failure of the Ship Manager to meet any of its obligations under the Management Agreement;

(iii) the right to make all waivers, consents and agreements under the Management Agreement;

(iv) the right to give and receive all notices and other instruments or communications under the Management Agreement;

(v) the right to take such action, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Management Agreement, or by law;

(vi) the right to do any and all other things whatsoever which undersigned is, or may be, entitled to do under the Management Agreement including, without limitation, termination of the Management Agreement pursuant to the terms and conditions stated therein; and

(vii) any proceeds of the foregoing.

As from the date hereof and so long as the Assignment is in effect, you are hereby irrevocably authorized and instructed to pay all amounts from time to time due and payable to, or receivable by, the undersigned under the Management Agreement to our account as follows:

Bank:	Wells Fargo Bank NA, San Francisco, CA
ABA No.	121000248
Swift Code:	WFBIUS6S
Account No:	4122099799
Beneficiary:	ABN AMRO Capital USA LLC
Ref:	Eagle Bulk Shipping Inc.,

or to such other account as the Assignee may direct by notice in writing to you from time to time, all such payments to be made in immediately available funds by wire transfer on the day when such payment is due in accordance with the terms of the Management Agreement.

Please confirm your consent to the Assignment by executing and returning the Consent and Agreement attached below.

Dated: October ___, 2014

[●] SHIPPING LLC

By: _____
Name:
Title:

CONSENT AND AGREEMENT

TO: ABN AMRO Capital USA LLC
100 Park Avenue, 17th Floor
New York, NY 10017

Attention: Wudasse Zaudou

The undersigned refers to the foregoing Management Agreement Assignment dated as of October ___, 2014 (the "**Assignment**") made by [●] SHIPPING LLC, as Assignor (the "**Assignor**") to and in favor of ABN AMRO CAPITAL USA LLC, in its capacity as Security Trustee, as Assignee (the "**Assignee**"). Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Assignment.

The undersigned, as Ship Manager under the Management Agreement, in consideration of the fees paid and to be paid by the Assignor under the Management Agreement, hereby consents and agrees to the Assignment and to all of the respective terms thereof and hereby confirms and agrees that:

(a) The Management Agreement is in full force and effect.

(b) As from the date hereof and so long as the foregoing Assignment is in effect:

(i) the undersigned shall advise the Assignee in writing at its address above not less than 14 days before the undersigned institutes any legal or quasi legal proceedings in any jurisdiction against the Ship, her earnings and insurances, or against the Assignor, arising out of or in connection with the Management Agreement;

(ii) any claim the undersigned may have under or in connection with the Management Agreement, including, without limitation, any claim of a Security Interest against the Ship, her earnings and insurances, or against the Assignor, shall be fully subject and subordinate to the claims of the Assignee against the Assignor under or in connection with the Loan Agreement, the Master Agreements, or any other Finance Documents (as defined in the Loan Agreement);

(iii) the undersigned will not terminate or consent to the termination of the Management Agreement, or consent or agree to any amendment, modification or waiver of any of the terms or provisions of the Management Agreement without the prior written consent of the Assignee;

(iv) the undersigned shall fully co-operate with the Assignee in exercising rights available to the Assignee under the Assignment;

(v) the undersigned shall advise the Assignee in writing at its address above immediately upon the withdrawal of the Ship's Safety Management Certificate or any other operational certificates or licenses of which it becomes aware or should be aware; and

(vi) the undersigned shall procure that any sub-agent or assignee of the undersigned will, on or before the date of such appointment or assignment, enter into and deliver to the Assignee a consent and agreement in substantially the same form as this Consent and Agreement.

(c) On and after the occurrence of an Event of Default and so long as such Event of Default shall be continuing, upon receipt by the undersigned of instructions from the Assignee, the undersigned will pay to such account as the Assignee may designate, all amounts from time to time due and payable to, or receivable by, the Assignor under the Management Agreement, all such payments to be made in immediately available funds by wire transfer on the day when such payment is due, and any such payment shall not be subject to any right of set-off or defense by reason of counterclaim or otherwise which the undersigned may have against the Assignor (provided that the undersigned shall be entitled to withhold fees, commissions and other sums due it as contemplated by the Management Agreement) and any such payment shall be final and the undersigned will not seek to recover from the Assignee for any reason whatsoever any moneys paid by the undersigned to the Assignee hereunder.

(d) Upon receipt by the undersigned of instructions from the Assignee, the undersigned shall deliver to the Assignee at its address above copies of all notices and other instruments, certificates, reports and communications required or permitted to be given or made to the Assignor pursuant to the Management Agreement.

This Consent and Agreement shall be governed by the laws of the State of New York and may be relied on by the Assignor and the Assignee.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has caused this Consent and Agreement to be duly executed on the day and year first above written.

Date: as of October ___, 2014

[●]

By: _____
Name:
Title:

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

EAGLE BULK SHIPPING INC.

AND

THE OTHER PARTIES LISTED

ON SCHEDULE I HERETO

Dated as of October 15, 2014

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REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (the "Agreement"), dated as of October 15, 2014, is by and among Eagle Bulk Shipping Inc., a Marshall Islands corporation (including any of its successors by merger, acquisition, reorganization, conversion or otherwise, the "Company"), and the Persons set forth on Schedule I hereto. Unless otherwise indicated, capitalized terms used herein shall have the meanings ascribed to such terms in Section 1.01.

WITNESSETH:

WHEREAS, the parties hereto desire to provide for, among other things, the grant of registration rights with respect to the Registrable Securities (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements of the parties hereto, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the satisfaction or waiver of the conditions hereof, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Adverse Disclosure" means public disclosure of material non-public information that, in the Board of Directors' good faith judgment, after consultation with independent outside counsel to the Company, would be required to be made in any Registration Statement filed with the Commission by the Company so that such Registration Statement would not contain a material misstatement of fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, would not be required to be publicly disclosed at such time but for the filing of such Registration Statement, and which information the Company has a bona fide business purpose for not disclosing publicly at such time.

"Affiliate" has the meaning specified in Rule 12b-2 under the Exchange Act; provided that no Holder shall be deemed an Affiliate of the Company or its Subsidiaries for purposes of this Agreement; provided further that neither portfolio companies (as such term is commonly used in the private equity industry) of a Holder nor limited partners, non-managing members or other similar direct or indirect investors in a Holder shall be deemed to be Affiliates of such Holder. The term "Affiliated" has a correlative meaning.

"Agreement" has the meaning set forth in the preamble.

"Authorized Agent" has the meaning set forth in Section 3.10.

"Automatic Shelf Registration Statement" means an "automatic shelf registration statement" as defined in Rule 405 promulgated under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, Sunday or a day on which commercial banks located in New York, New York are required or authorized by law or executive order to be closed.

"Closing Price" means, with respect to the Registrable Securities, as of any date of determination, (i) if the Registrable Securities are listed on a national securities exchange, the closing price per share of a Registrable Security on such date published in The Wall Street Journal (National Edition) or, if no such closing price on such date is published in The Wall Street Journal (National Edition), the average of the closing bid and asked prices on such date, as officially reported on the principal national securities exchange on which the Registrable Securities are then listed or admitted to trading; or (ii) if the Registrable Securities are not listed or admitted to trading on any national securities exchange, the last sale price or, if such last sale price is not reported, the average of the high bid and low asked prices in the over-the-counter market on such date, as reported by The Nasdaq Stock Market LLC or such other system then in use; or (iii) if on any such date the Registrable Securities are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Registrable Securities selected by the Company; or (iv) if none of (i), (ii) or (iii) is applicable, a market price per share determined in good faith by the Board of Directors. If trading is conducted on a continuous basis on any exchange, then the closing price shall be as set forth at 4:00 p.m. New York City time.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means shares of the Company's common stock, par value $0.01 per share.

"Company" has the meaning set forth in the preamble.

"Company Public Sale" has the meaning set forth in Section 2.03(a).

"Company Share Equivalents" means the Warrants and any other securities exercisable, exchangeable or convertible into Company Shares and any options, warrants or other rights to acquire Company Shares.

"Company Shares" means shares of Common Stock (including the Warrant Shares), any securities into which such shares of Common Stock shall have been changed, or any securities resulting from any reclassification, recapitalization or similar transactions with respect to such shares of Common Stock.

"Demand Registration" has the meaning set forth in Section 2.01(a).

"Determination Date" has the meaning set forth in Section 2.02(g).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Foreign Private Issuer" means a "foreign private issuer," as defined in Rule 405 under the Securities Act.

"Form S-1" means a registration statement on Form S-1 under the Securities Act.

"Form S-3" means a registration statement on Form S-3 under the Securities Act.

"Form S-4" means a registration statement on Form S-4 under the Securities Act.

"Form S-8" means a registration statement on Form S-8 under the Securities Act.

"Governmental Authority" means any United States federal, state, local (including county or municipal) or foreign governmental, regulatory or administrative authority, agency, division, instrumentality, commission, court, judicial or arbitral body or any securities exchange or similar self-regulatory organization.

"Holder" means any holder of Registrable Securities that is set forth on Schedule I hereto or that succeeds to rights hereunder pursuant to Section 3.06.

"Initiating Shelf Take-Down Holder" has the meaning set forth in Section 2.02(f)(i).

"Issuer Free Writing Prospectus" means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of Registrable Securities.

"Loss" or "Losses" has the meaning set forth in Section 2.09(a).

"Market Price" means, on any date of determination, the average of the daily Closing Price of the Registrable Securities for the immediately preceding thirty (30) days on which the national securities exchanges are open for trading.

"Marketed Underwritten Shelf Take-Down" has the meaning set forth in Section 2.02(f)(iii).

"Marketed Underwritten Shelf Take-Down Notice" has the meaning set forth in Section 2.02(f)(iii).

"Maximum Offering Size" means, with respect to any offering that is underwritten, the number of securities that, in the good-faith opinion of the managing underwriter or underwriters in such offering (as evidenced by a written notice to the relevant Holders and the Company), can be sold in such offering without being likely to have a significant adverse effect on the price, timing or the distribution of the securities offered or the market for the securities offered.

"Participating Holder" means, with respect to any Registration, including a Company Public Sale or Shelf Take-Down, any Holder of Registrable Securities participating as a selling Holder in such Registration; provided that a Holder shall not be considered a Participating Holder in connection with a Shelf Registration unless and until such Holder participates in a Shelf Take-Down.

"Permitted Assignee" has the meaning set forth in Section 3.06.

"Person" means any individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a Governmental Authority or political subdivision thereof or any other entity.

"Piggyback Registration" has the meaning set forth in Section 2.03(a).

"Postponing Officer's Certificate" has the meaning set forth in Section 2.01(b).

"Prospectus" means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including pre- and post-effective amendments to such Registration Statement, and all other material incorporated by reference in such prospectus.

"Registrable Securities" means any Company Shares, Warrants, Warrant Shares, or any other securities that may be issued or distributed or be issuable or distributable in respect of, or in substitution for, any Company Shares by way of conversion, exercise, dividend, stock split or other distribution, merger, consolidation, exchange, recapitalization or reclassification or similar transaction, in each case whether now owned or hereafter acquired by a Holder; provided, however, that any such Registrable Securities shall cease to be Registrable Securities to the extent (i) a Registration Statement with respect to the sale of such Registrable Securities has been declared effective under the Securities Act and such Registrable Securities have been disposed of in accordance with the plan of distribution set forth in such Registration Statement, (ii) such Registrable Securities have been distributed pursuant to Rule 144 or Rule 145 of the Securities Act (or any successor rule), or (iii) a Registration Statement on Form S-8 covering such Registrable Securities is effective.

"Registration" means a registration with the Commission of the offer and sale of the Company's securities to the public under a Registration Statement. The term "Register" shall have a correlative meaning.

"Registration Expenses" has the meaning set forth in Section 2.08.

"Registration Statement" means any registration statement of the Company that covers the offer and sale of Registrable Securities pursuant to the provisions of this Agreement filed with, or to be filed with, the Commission under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"Representatives" means, with respect to any Person, any of such Person's officers, directors, employees, agents, attorneys, accountants, actuaries, consultants, equity financing partners or financial advisors or other Person associated with, or acting on behalf of, such Person.

"Requesting Holder(s)" means, with respect to a Demand Registration, Shelf Registration or Shelf Take-Down, as applicable, the Holder (or Holders, as the case may be) that initiated such Registration or Shelf Take-Down, as the case may be; provided, that all other conditions to such Registration or Self Take-Down are met.

"Requesting Shelf Registration Notice" has the meaning set forth in Section 2.02(b).

"Rule 144" means Rule 144 (or any successor provisions) under the Securities Act.

"SEC Guidance" means (i) any publicly available written or oral questions and answers, guidance, forms, comments, requirements or requests of the Commission or its staff, (ii) the Securities Act and (iii) any other rules and regulations of the Commission.

"Securities Act" means the Securities Act of 1933, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"Shelf Period" has the meaning set forth in Section 2.02(c).

"Shelf Registration" has the meaning set forth in Section 2.02(a).

"Shelf Registration Notice" has the meaning set forth in Section 2.02(a).

"Shelf Registration Statement" means a Registration Statement filed with the Commission on either (i) Form S-3 or (ii) solely if the Company is not permitted to file a Registration Statement on Form S-3 or register all Registrable Securities on such form, an evergreen Registration Statement on Form S-1 (which, in the case the Company is not permitted to register all Registrable Securities on Form S-3, shall register any such shares not registered on Form S-3), in each case for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (or any successor provision) covering the offer and sale of all or any portion of the Registrable Securities, as applicable.

"Shelf Suspension" has the meaning set forth in Section 2.02(e).

"Shelf Take-Down" has the meaning set forth in Section 2.02(f)(i).

"Shelf Trigger Date" has the meaning set forth in Section 2.02(a).

"Specified Courts" has the meaning set forth in Section 3.10.

"Stockholder Party" has the meaning set forth in Section 2.09(a).

"Subsidiary" means, with respect to any Person, any entity of which (i) a majority of the total voting power of shares of stock or equivalent ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, trustees or other members of the applicable governing body thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if no such governing body exists at such entity, a majority of the total voting power of shares of stock or equivalent ownership interests of the entity is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing member or general partner of such limited liability company, partnership, association or other business entity.

"Suspending Officer's Certificate" has the meaning set forth in Section 2.02(e).

"Underwritten Offering" means a Registration in which securities of the Company are sold to an underwriter or underwriters (or other counterparty) for reoffering to the public.

"Underwritten Shelf Take-Down Notice" has the meaning set forth in Section 2.02(f)(ii).

"Valid Business Reason" has the meaning set forth in Section 2.01(b).

"Warrants" means the warrants, exercisable for shares of Common Stock, issued by the Company under the Company's Prepackaged Plan of Reorganization pursuant to Chapter 11 of the United States Bankruptcy Code, dated August 6, 2014, as confirmed by the United States Bankruptcy Court for the Southern District of New York on September 22, 2014.

"Warrant Shares" means the shares of Common Stock issuable upon exercise of the Warrants.

"Well-Known Seasoned Issuer" means a "well-known seasoned issuer" as defined in Rule 405 promulgated under the Securities Act and which (a) (i) is a "well-known seasoned issuer" under paragraph (1)(i)(A) of such definition or (ii) is a "well-known seasoned issuer" under paragraph (1)(i)(B) of such definition and is also eligible to Register a primary offering of its securities relying on General Instruction I.B.1 of Form S-3 under the Securities Act and (b) is not an "ineligible issuer" as defined in Rule 405 promulgated under the Securities Act.

SECTION 1.02. Other Interpretive Provisions. (a) In this Agreement, except as otherwise provided:

(i) A reference to an Article, Section, Schedule or Exhibit is a reference to an Article or Section of, or Schedule or Exhibit to, this Agreement, and references to this Agreement include any recital in or Schedule or Exhibit to this Agreement.

(ii) The Schedules and Exhibits form an integral part of and are hereby incorporated by reference into this Agreement.

(iii) Headings and the Table of Contents are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

(iv) Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa, and words importing persons include corporations, associations, partnerships, joint ventures and limited liability companies and vice versa.

(v) Unless the context otherwise requires, the words "hereof" and "herein," and words of similar meaning refer to this Agreement as a whole and not to any particular Article, Section or clause. The words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation."

(vi) A reference to any legislation or to any provision of or form or rule promulgated under any legislation shall include any amendment, modification, substitution or re-enactment thereof.

(vii) If at any time the Company qualifies as a Foreign Private Issuer as defined under Rule 405 under the Securities Act, and if the Company so chooses to take advantage of such Foreign Private Issuer designation, any references in this Agreement to a form or filing that may be made by a domestic registrant shall be deemed to be references to the corresponding form or filing that may be made by an entity that is a Foreign Private Issuer.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intention or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

ARTICLE II

REGISTRATION RIGHTS

SECTION 2.01. Demand Registration.

(a) Request for Demand Registration. Subject to Section 2.11, at any time, and from time to time, a Requesting Holder (or Requesting Holders, as the case may be) may make a written request (a "Demand Registration Notice") to the Company to register, and the Company shall register, under the Securities Act (other than pursuant to a Registration Statement on Form S-4 or S-8), in accordance with the terms of this Agreement, the number of Registrable Securities stated in such request (a "Demand Registration"), provided, however, and subject to the provisions of Section 2.11, that the Company shall not be obligated to effect (i) more than three (3) such Demand Registrations in any 12-month period in the aggregate for all Requesting Holders and (ii) any Demand Registration with respect to which the Requesting Holder (or Requesting Holders, as the case may be) proposes to sell Registrable Securities in such Demand Registration at an anticipated aggregate offering price (calculated based upon the Market Price of the Registrable Securities on the date on which the Company receives the written request for such Demand Registration) to the public of less than $50 million unless such Demand Registration includes all of the then-outstanding Registrable Securities; provided, however, that such Demand Registration shall not be considered a Demand Registration for the purposes of subclause (a)(i) above if, after a Demand Registration becomes effective, (1) such Demand Registration is interfered with by any stop order or other order of the Commission or other Governmental Authority, or (2) if the Maximum Offering Size determined in accordance with Section 2.01(f) is less than fifty percent (50 %) of the Registrable Securities of the Requesting Holder(s) sought to be included in such Demand Registration. Each request for a Demand Registration by a Requesting Holder (or Requesting Holders, as the case may be) shall state the amount of the Registrable Securities proposed to be sold and the intended method of disposition thereof. Subject to this Section 2.01, the Company shall effect such Demand Registration on Form S-1 unless it is otherwise then eligible to effect such Registration on Form S-3.

(b) Limitations on Demand Registrations. If the Board of Directors, in its good faith judgment, determines that the registration of Registrable Securities pursuant to a Demand Registration, or the amendment or supplement of a Registration Statement filed pursuant to a Demand Registration, would materially interfere with any material financing, acquisition, corporate reorganization or merger or other material transaction involving the Company or would require the Company to make an Adverse Disclosure (a "Valid Business Reason"), and the Company furnishes to the Requesting Holder (or Requesting Holders, as the case may be) a certificate signed by the Chief Executive Officer or any other senior executive officer of the Company stating such (the "Postponing Officer's Certificate"), (i) the Company may postpone the filing or effectiveness of the Registration Statement (but not the preparation of the Registration Statement) relating to such Demand Registration and (ii) in the case of a Registration Statement that has been filed with respect to a Demand Registration, the Company may postpone amending or supplementing such Registration Statement, in the case of (i) and (ii) until such Valid Business Reason ceases to exist (a "Demand Suspension"), but in no event shall any such postponement be for more than sixty (60) days after the date of the Demand Registration Notice or, if later, the occurrence of the Valid Business Reason. In the event of any such postponement, the Requesting Holder (or requesting Holders, as the case may be) initiating such Demand Registration shall be entitled to withdraw the Demand Registration request by written notice to the Company and, if such request is withdrawn, it shall not count as a Demand Registration hereunder. In addition to the Postponing Officer's Certificate discussed above, the Company shall promptly give written notice to the Requesting Holder (or Requesting Holders, as the case may be) once the Valid Business Reason for such postponement no longer exists. Notwithstanding anything to the contrary contained herein, the Company may not postpone a filing, amendment or supplement under this Section 2.01(b) due to a Valid Business Reason more than three (3) times, or for more than an aggregate of ninety (90) days, in each case, during any 12-month period. Each Holder shall keep confidential the fact that a Demand Suspension is in effect, the Postponing Officer's Certificate and its contents unless and until otherwise notified by the Company, except (A) for disclosure to such Holder's employees, agents and professional advisers who reasonably need to know such information for purposes of assisting the Holder with respect to its investment in the Company Shares and agree to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who have agreed to keep such information confidential, (C) if and to the extent such matters are publicly disclosed by the Company or any of its Subsidiaries or any other Person that, to the actual knowledge of such Holder, was not subject to an obligation or duty of confidentiality to the Company and its Subsidiaries, (D) as required by law, rule or regulation, provided that the Holder gives prior written notice to the Company of such requirement and the contents of the proposed disclosure to the extent it is permitted to do so under applicable law, and (E) for disclosure to any other Holder.

(c) Incidental or "Piggy-Back" Rights with Respect to a Demand Registration. Each of the Holders (other than the Requesting Holder(s) that requested the relevant Demand Registration under Section 2.01(a)) may offer such Holder's Registrable Securities under any such Demand Registration pursuant to this Section 2.01(c). The Company shall (i) as promptly as practicable, but in no event later than three (3) Business Days after the receipt of a request for a Demand Registration from any Requesting Holder(s), give written notice thereof to all of the Holders (other than such Requesting Holder(s)), which notice shall specify the number of Registrable Securities subject to the request for Demand Registration, the name of the Requesting Holder(s) and the intended method of disposition of such Registrable Securities and (ii) subject to Section 2.01(f), include in the Registration Statement filed pursuant to such Demand Registration all of the Registrable Securities requested by such Holders for inclusion in such Registration Statement from whom the Company has received a written request for inclusion therein within ten (10) days after the receipt by such Holders of such written notice referred to in clause (i) above. Each such request by such Holders shall specify the number of Registrable Securities proposed to be registered. Any Holder may waive its rights under this Section 2.01(c) prior to the expiration of such ten (10) day period by giving written notice to the Company.

(d) Effective Demand Registration. Subject to Sections 2.01(a) and (b), the Company shall use its commercially reasonable efforts to file a Registration Statement relating to the Demand Registration as promptly as practicable (but in no event later than (1) sixty (60) days after it receives a Demand Registration Notice under Section 2.01(a) hereof, if such Demand Registration Notice is received on or before the date that is 180 days following the date of this Agreement, or (2) forty-five (45) days after it receives a Demand Registration Notice under Section 2.01(a) hereof, if such Demand Registration Notice is received on or after the date that is 181 days following the date of this Agreement) and shall use its commercially reasonable efforts to cause such Registration Statement to become effective as promptly as practicable thereafter. Except as provided herein, the Company shall use its reasonable best efforts to keep any Demand Registration filed pursuant to Section 2.01(a) continuously effective under the Securities Act until the earliest of (i) the date as of which all Registrable Securities have been sold pursuant to such Demand Registration or another Registration Statement filed under the Securities Act, (ii) the date on which this Agreement terminates under Section 3.01 with respect to all Participating Holders and (iii) such shorter period as all of the Participating Holders with respect to such Demand Registration shall agree in writing; provided, however, that the Company shall be provided adequate time as reasonably necessary to provide the Commission with any required updates to the Registration Statement to maintain the continued effectiveness of such Registration Statement.

(e) Expenses and Withdrawal. The Company shall pay all Registration Expenses in connection with a Demand Registration, whether or not such Demand Registration becomes effective or such Demand Registration is completed and whether or not all or any portion of the Registrable Securities originally requested to be included in such Demand Registration are ultimately included. Each Participating Holder (including the Requesting Holder(s)) shall be permitted to withdraw all or part of its Registrable Securities from a Demand Registration at any time prior to the execution of the underwriting agreement in connection with such Demand Registration.

(f) Underwriting Procedures. If the Requesting Holder(s) making a Demand Registration request under Section 2.01(a) so elect in the Demand Registration Notice, the Company shall use its commercially reasonable best efforts to cause the offering made pursuant to such Demand Registration pursuant to this Section 2.01 to be in the form of a firm commitment underwritten offering. In connection with any Demand Registration under this Section 2.01 involving an underwritten offering, none of the Registrable Securities held by any Holder making a request for inclusion of such Registrable Securities pursuant to Sections 2.01(a) and (c) shall be included in such underwritten offering unless, at the request of the underwriters for such Demand Registration, such Holder enters into an underwriting agreement pursuant to the terms of Section 2.06(a) hereof and then only in such quantity as set forth below. If the managing underwriter or underwriters of any proposed Demand Registration informs the Holders that have requested to participate in such Demand Registration that, in its or their good-faith opinion, the number of securities which such Holders intend to include in such offering exceeds the Maximum Offering Size, then the aggregate number of securities to be included in such Demand Registration shall be the number of Registrable Securities that, in the opinion of such managing underwriter or underwriters, can be sold without having such adverse effect on such Demand Registration, which number shall be allocated to the Registrable Securities requested to be included in such Demand Registration by the Requesting Holder(s) and the Registrable Securities requested to be included in such Demand Registration by any Holder who is not a Requesting Holder, on a pro rata basis among the Requesting Holder(s) and any Holder(s) that is not a Requesting Holder based on the relative number of Registrable Securities so requested to be included by each such Holder. The Holders of a majority of the Registrable Securities to be included in any Demand Registration shall have the right to select, subject to the prior written consent of the Company (not to be unreasonably withheld or delayed), the managing underwriter or underwriters to administer such offering.

(g) Certain Undertakings. Notwithstanding any other provisions of this Agreement to the contrary, the Company shall cause (i) each Demand Registration Statement (as of the effective date thereof), any amendment thereof (as of the effective date thereof) or supplement thereto (as of its date), (A) to comply in all material respects with applicable SEC Guidance and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, and (ii) any related Prospectus (including any preliminary Prospectus) or Issuer Free Writing Prospectus and any amendment thereof or supplement thereto, as of its date, (A) to comply in all material respects with applicable SEC Guidance and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading; provided, however, the Company shall have no such obligations or liabilities with respect to any written information pertaining to any Holder and furnished in writing to the Company by or on behalf of such Holder specifically for inclusion therein.

SECTION 2.02. Shelf Registration.

(a) Initial Shelf Registration. Upon the Company becoming eligible for use of Form S-3 in connection with a secondary public offering of its equity securities (the "Shelf Trigger Date"), the Company shall use its reasonable best efforts to prepare and file with the Commission within thirty (30) days a Shelf Registration Statement on Form S-3 covering the resale of all Registrable Securities requested to be included therein in accordance with this Section 2.02(a), and to cause such Shelf Registration Statement to become effective as promptly as practicable (but in no event later than seventy-five (75) days after it shall have filed such Shelf Registration Statement, unless it is not practicable to do so due to circumstances directly relating to outstanding comments of the Commission relating to such Shelf Registration Statement; provided that the Company is using its reasonable best efforts to address any such comments as promptly as possible). If at the time of filing of such Shelf Registration Statement the Company is eligible for use of an Automatic Shelf Registration Statement, then such Shelf Registration Statement shall be filed as an Automatic Shelf Registration Statement in accordance with Section 2.02(g). The Company shall promptly deliver a written notice (a "Shelf Registration Notice") of such Shelf Registration to all Holders, as promptly as practicable following the Shelf Trigger Date, and in any event within five (5) Business Days thereafter, and the Company shall include in such Shelf Registration Statement all such Registrable Securities of such Holders for which the Company has received written requests, which requests must specify the aggregate amount of such Registrable Securities of such Holder to be included in the Shelf Registration Statement and such requests must be received within ten (10) days after the date that such Shelf Registration Notice has been delivered. The Shelf Registration Statement described in this Section 2.02(a) shall relate to the offer and sale of the Registrable Securities by the Holders thereof from time to time in accordance with the methods of distribution set forth in the applicable Shelf Registration Statement (hereinafter the "Shelf Registration"). The Company shall use its reasonable best efforts to address any comments from the Commission regarding such Shelf Registration Statement and to advocate with the Commission for the Registration of all Registrable Securities in accordance with SEC Guidance. Notwithstanding the foregoing, if the Commission prevents the Company from including any or all of the Registrable Securities on any Shelf Registration Statement, such Shelf Registration Statement shall include the resale of a number of Registrable Securities which is equal to the maximum number of shares as is permitted by the Commission. In such event, the number of Registrable Securities to be included for each Holder in the applicable Shelf Registration Statement shall be reduced pro rata among all Holders requesting to be included in the applicable Shelf Registration Statement.

(b) Subsequent Requests for Shelf Registration. If at any time subsequent to the Shelf Registration Statement filed pursuant to Section 2.02(a) hereof, the Company receives a Demand Registration Notice from a Requesting Holder (or Requesting Holders, as the case may be) requesting a Demand Registration in the form of a Shelf Registration Statement (a "Requesting Shelf Registration Notice") to include Registrable Securities not already included for registration on the Shelf Registration Statement filed pursuant to Section 2.02(a) hereof, the Company shall use its reasonable best efforts to prepare and file with the Commission, within thirty (30) days after it receives a Requesting Shelf Registration Notice, a Shelf Registration Statement (or an amendment to an existing Shelf Registration Statement) covering the resale of all Registrable Securities that such Requesting Holder (or Requesting Holders, as the case may be) requests, pursuant to the Requesting Shelf Registration Notice, to include in such Shelf Registration Statement, and shall cause such Shelf Registration Statement to become effective as promptly as practicable (but in no event later than seventy-five (75) days after it shall have filed such Shelf Registration Statement, unless it is not practicable to do so due to circumstances directly relating to the outstanding comments of the Commission relating to such Shelf Registration Statement; provided that the Company is using its reasonable best efforts to address such comments as promptly as possible). Promptly upon delivery of such Requesting Shelf Registration Notice by such Requesting Holder(s) (but in no event more than five (5) Business Days thereafter), the Company shall promptly deliver a Shelf Registration Notice to all Holders (other than the Requesting Holder(s)), and the Company shall include in such Shelf Registration Statement all such Registrable Securities of such Holders for which the Company has received written requests, which requests must specify the aggregate amount of such Registrable Securities of such Holder to be included in the Shelf Registration Statement and such requests must be received within ten (10) days after the date that such Shelf Registration Notice has been delivered. If at the time of filing of such Shelf Registration Statement the Company is eligible for use of an Automatic Shelf Registration Statement, then such Shelf Registration Statement shall be filed as an Automatic Shelf Registration Statement in accordance with Section 2.02(g).The Shelf Registration Statements described in this Section 2.02(b) shall relate to the offer and sale of the Registrable Securities by the Holders thereof from time to time in accordance with the methods of distribution set forth in the applicable Shelf Registration. The Company shall use its reasonable best efforts to address any comments from the Commission regarding such Shelf Registration Statement and to advocate with the Commission for the Registration of all Registrable Securities in accordance with SEC Guidance. Notwithstanding the foregoing, if the Commission prevents the Company from including any or all of the Registrable Securities on any Shelf Registration Statement, such Shelf Registration Statement shall Register the resale of a number of Company Shares which is equal to the maximum number of shares as is permitted by the Commission. In such event, the number of Company Shares to be Registered for each Holder in the applicable Shelf Registration Statement shall be reduced pro rata among all such Holders. Notwithstanding anything to the contrary in this Section 2.02(b), the Company may satisfy its obligation to effectuate the registration of the resale of such Registrable Securities requested to be registered under this Section 2.02(b) by amending an existing Shelf Registration Statement to include such Registrable Securities.

(c) Continued Effectiveness. Except as provided herein, the Company shall use its reasonable best efforts to keep any Shelf Registration Statement filed pursuant to Section 2.02(a) or Section 2.02(b) continuously effective under the Securities Act until the earliest of (i) the date as of which all Registrable Securities have been sold pursuant to such Shelf Registration Statement or another Registration Statement filed under the Securities Act (but in no event prior to the applicable period referred to in Section 4(3) of the Securities Act and Rule 174 thereunder), (ii) the date on which this Agreement terminates under Section 3.01 with respect to all Participating Holders and (iii) such shorter period as all of the Participating Holders with respect to such Shelf Registration shall agree in writing (such period of effectiveness, the "Shelf Period").

(d) Certain Undertakings. Notwithstanding any other provisions of this Agreement to the contrary, the Company shall cause (i) each Shelf Registration Statement (as of the effective date of such Shelf Registration Statement), any amendment thereof (as of the effective date thereof) or supplement thereto (as of its date), (A) to comply in all material respects with applicable SEC Guidance and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, and (ii) any related Prospectus (including any preliminary Prospectus) or Issuer Free Writing Prospectus and any amendment thereof or supplement thereto, as of its date, (A) to comply in all material respects with applicable SEC Guidance and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading; provided, however, the Company shall have no such obligations or liabilities with respect to any written information pertaining to any Holder and furnished in writing to the Company by or on behalf of such Holder specifically for inclusion therein. The Company agrees, to the extent necessary, to supplement or make amendments to each Shelf Registration Statement if required by the registration form used by the Company for the applicable Registration or by SEC Guidance, or as may reasonably be requested by any Participating Holder.

(e) Suspension of Registration. If the Board of Directors, in its good faith judgment, determines that a Valid Business Reason shall exist to postpone the filing, amendment, or supplement, or suspend the use, of a Shelf Registration Statement filed pursuant to Section 2.02(a) or Section 2.02(b) and the Company furnishes to the Requesting Holder (or Holders, as the case may be) a certificate signed by the Chief Executive Officer or any other senior executive officer of the Company (the "Suspending Officer's Certificate"), then the Company may postpone the filing, amendment or supplement (but not the preparation thereof), and/or suspend use, of such Shelf Registration Statement (a "Shelf Suspension"); provided, however, that in not event shall such postponement or suspension be for more than sixty (60) days after the date of the applicable Registration Notice delivered by the Requesting Holder(s) and the Company shall not be permitted to exercise a Shelf Suspension more than three (3) times, or for more than an aggregate of ninety (90) days, in each case, during any 12-month period; provided, further, that in the event of a Shelf Suspension, such Shelf Suspension shall terminate at such earlier time as such Valid Business Reason ceases to exist. Each Holder agrees that, upon delivery of a Suspending Officer's Certificate, such Holder will forthwith discontinue disposition of Registrable Securities pursuant to the applicable Shelf Registration Statement until the Company informs such Holder in accordance with this Section 2.02(e), that the Shelf Suspension has been terminated. Each Holder shall keep confidential the fact that a Shelf Suspension is in effect, the Suspending Officer's Certificate and its contents unless and until otherwise notified by the Company, except (A) for disclosure to such Holder's employees, agents and professional advisers who reasonably need to know such information for purposes of assisting the Holder with respect to its investment in the Company Shares and agree to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who have agreed to keep such information confidential, (C) if and to the extent such matters are publicly disclosed by the Company or any of its Subsidiaries or any other Person that, to the actual knowledge of such Holder, was not subject to an obligation or duty of confidentiality to the Company and its Subsidiaries, (D) as required by law, rule or regulation; provided that the Holder gives prior written notice to the Company of such requirement and the contents of the proposed disclosure to the extent it is permitted to do so under applicable law, and (E) for disclosure to any other Holder. In the case of a Shelf Suspension, the Holders agree to suspend use of the applicable Prospectus and any Issuer Free Writing Prospectus in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon delivery of the Suspending Officer's Certificate. The Company shall immediately notify the Holders upon the termination of any Shelf Suspension, amend or supplement the Prospectus and any Issuer Free Writing Prospectus, if necessary, so it does not contain a material misstatement of fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading and furnish to the Holders such numbers of copies of the Prospectus and any Issuer Free Writing Prospectus as so amended or supplemented as the Holders may reasonably request. The Company agrees, if necessary, to supplement or make amendments to each Shelf Registration Statement if required by the registration form used by the Company for the applicable Registration or by SEC Guidance, or as may reasonably be requested by any Holder. If the filing of any Registration Statement is suspended pursuant to this Section 2.02(e) and the related Registration Notice is withdrawn by the Requesting Holder(s), upon the termination of the Shelf Suspension, the Requesting Holder(s) may request a new Shelf Registration or Shelf Take-Down under Section 2.02(b) or Section 2.02(f) (which shall not be counted as an additional Marketed Underwritten Shelf Takedown for purposes of Section 2.11).

(f) Shelf Take-Downs.

(i) Subject to Section 2.11 and this Section 2.02(f), an offering or sale of Registrable Securities pursuant to a Shelf Registration Statement (each, a "Shelf Take-Down") may be initiated by any Holder (or Holders, as the case may be) that has Registrable Securities registered for sale on such Shelf Registration Statement (an "Initiating Shelf Take-Down Holder"). The Company shall effect such Shelf Take-Down as promptly as practicable in accordance with this Agreement and except as set forth in Section 2.02(f)(iii) with respect to Marketed Underwritten Shelf Take-Downs, each such Initiating Shelf Take-Down Holder shall not be required to permit the offer and sale of Registrable Securities by other Holders in connection with any such Shelf Take-Down initiated by such Initiating Shelf Take-Down Holder(s).

(ii) Subject to Section 2.11, if the Initiating Shelf Take-Down Holder(s) so elects by written request to the Company, a Shelf Take-Down, with respect to which the anticipated aggregate offering price to the public (calculated based upon the Market Price of the Registrable Securities on the date on which the Company receives such written request) of the Registrable Securities that the Initiating Shelf Take-Down Holder(s) request to include in such Shelf Take-Down is at least $50 million, shall be in the form of an Underwritten Offering (an "Underwritten Shelf Take-Down Notice"), and the Company shall amend or supplement the applicable Shelf Registration Statement for such purpose as soon as practicable. Subject to clause (iii) below, such Initiating Shelf Take-Down Holder(s) shall have the right to select, subject to the prior written consent of the Company (not to be unreasonably withheld or delayed), the managing underwriter or underwriters to administer such offering.

(iii) If the plan of distribution set forth in any Underwritten Shelf Take-Down Notice includes a customary "road show" (including an "electronic road show") or other substantial marketing effort by the Company and the underwriters over a period expected to exceed 48 hours (a "Marketed Underwritten Shelf Take-Down"), promptly upon delivery of such Underwritten Shelf Take-Down Notice (but in no event more than three (3) Business Days thereafter), the Company shall promptly deliver a written notice (a "Marketed Underwritten Shelf Take-Down Notice") of such Marketed Underwritten Shelf Take-Down to all Holders (other than the Initiating Shelf Take-Down Holder(s)), and the Company shall include in such Marketed Underwritten Shelf Take-Down all such Registrable Securities of such Holders that are Registered on such Shelf Registration Statement for which the Company has received written requests, which requests must specify the aggregate amount of such Registrable Securities of such Holder to be offered and sold pursuant to such Marketed Underwritten Shelf Take-Down, for inclusion therein within ten (10) days after the date that such Marketed Underwritten Shelf Take-Down Notice has been delivered; provided, that if the managing underwriter or underwriters of any proposed Marketed Underwritten Shelf Take-Down informs the Holders that have requested to participate in such Marketed Underwritten Shelf Take-Down that, in its or their good-faith opinion, the number of securities which such Holders intend to include in such offering exceeds the Maximum Offering Size, then the aggregate number of securities to be included in such Marketed Underwritten Shelf Take-Down shall be the number of Registrable Securities that, in the opinion of such managing underwriter or underwriters, can be sold without having such adverse effect on such Marketed Underwritten Shelf Take-Down, which number shall be allocated to the Registrable Securities requested to be included in such Marketed Underwritten Shelf Take-Down by the Initiating Shelf Take-Down Holder(s) and the Registrable Securities requested to be included in such Marketed Underwritten Shelf Take-Down by any Holder who is not an Initiating Shelf Take-Down Holder, on a pro rata basis among the Initiating Shelf Take-Down Holder(s) and any other Holder(s) that is not an Initiating Shelf Take-Down Holder who has requested to be included in such Marketed Underwritten Shelf Take-Down based on the relative number of Registrable Securities so requested to be included by each such Holder. The Holders of a majority of the Registrable Securities to be included in any Marketed Underwritten Shelf Take-Down shall have the right to select, subject to the prior written consent of the Company (not to be unreasonably withheld or delayed), the managing underwriter or underwriters to administer such offering. No holder of securities of the Company shall be permitted to include such holder's securities in any Marketed Underwritten Shelf Take-Down except for Holders who timely request, in accordance with this clause (iii), to include Registrable Securities in such Marketed Underwritten Shelf Take-Down.

(iv) The Company shall bear all Registration Expenses in connection with any Shelf Registration or any Shelf Take-Down, whether or not such Shelf Registration becomes effective or such Shelf Take-Down is completed and whether or not all or any portion of the Registrable Securities originally requested to be included in such Shelf Registration or Shelf Take-Down are ultimately included. Each Holder shall be permitted to withdraw all or part of its Registrable Securities from a Marketed Underwritten Shelf Take-Down at any time prior to the execution of the underwriting agreement in connection with such Marketed Underwritten Shelf Take-Down. Subject to Section 2.11, the number of Shelf Take-Downs that a Holder (or Holders, as the case may be) can initiate is unlimited.

(g) Automatic Shelf Registration Statements. Upon the Company becoming aware that it has become a Well-Known Seasoned Issuer (it being understood that the Company shall independently verify whether it has become a Well-Known Seasoned Issuer at the end of each calendar month ending after the third anniversary of this Agreement, (i) the Company shall give written notice to all of the Holders as promptly as practicable but in no event later than ten (10) Business Days thereafter, and such notice shall describe, in reasonable detail, the basis on which the Company has become a Well-Known Seasoned Issuer, and (ii) the Company shall, as promptly as practicable and subject to any Shelf Suspension, Register, under an Automatic Shelf Registration Statement, the sale of all of the Registrable Securities in accordance with the terms of this Agreement. The Company shall use its reasonable best efforts to file such Automatic Shelf Registration Statement as promptly as practicable but in no event later than twenty (20) Business Days after it becomes a Well-Known Seasoned Issuer, and to cause such Automatic Shelf Registration Statement to remain effective thereafter until the earlier of the date (x) on which all of the securities covered by such Shelf Registration Statement are no longer Registrable Securities and (y) on which the Company cannot extend the effectiveness of such Shelf Registration Statement because it is no longer eligible for use of Form S-3. The Company shall give written notice of filing such Registration Statement to all of the Holders as promptly as practicable thereafter. At any time after the filing of an Automatic Shelf Registration Statement by the Company, if it is reasonably likely that it will no longer be a Well-Known Seasoned Issuer as of a future determination date (the "Determination Date"), as promptly as practicable and at least thirty (30) days prior to such Determination Date, the Company shall (A) give written notice thereof to all of the Holders and (B) use its reasonable best efforts to file a Registration Statement with respect to a Shelf Registration in accordance with this Section 2.02, treating all selling stockholders identified as such in the Automatic Shelf Registration Statement (and amendments or supplements thereto) as Requesting Holders and use all reasonable best efforts to have such Registration Statement declared effective. Any Registration pursuant to this Section 2.02(g) shall be deemed a Shelf Registration for purposes of this Agreement; provided, however that any Registration pursuant to this Section 2.02(g) shall not be counted as an additional Demand Registration for purposes of subclause (i) in Section 2.01(a).

SECTION 2.03. Piggyback Registration.

(a) Participation. If the Company at any time proposes to file a Registration Statement with respect to any offering of its equity securities for its own account or for the account of any other Persons (other than pursuant to (i) a Registration Statement filed under Section 2.01 or Section 2.02, it being understood that this clause (i) does not limit the rights of Holders to make written requests pursuant to Section 2.01 or Section 2.02 or otherwise limit the applicability thereof, (ii) a Registration Statement on Form S-4 or Form S-8, (iii) a Registration of securities solely relating to an offering and sale to employees, directors or consultants of the Company or its Subsidiaries pursuant to any employee stock plan or other employee benefit plan arrangement, (iv) a Registration not otherwise covered by clause (ii) above pursuant to which the Company is offering to exchange its own securities for other securities, (v) a Registration Statement relating solely to dividend reinvestment or similar plans or (vi) a Shelf Registration Statement pursuant to which only the initial purchasers and subsequent transferees of debt securities of the Company or any of its Subsidiaries that are convertible or exchangeable for Company Shares and that are initially issued pursuant to Rule 144A and/or Regulation S (or any successor provisions) of the Securities Act may resell such debt securities and sell the Company Shares into which such debt securities may be converted or exchanged) (any such offering, other than pursuant to a Registration described in the foregoing clauses (i)-(vi), a "Company Public Sale"), then, (A) as soon as practicable (but in no event less than thirty (30) days prior to the proposed date of filing of such Registration Statement), the Company shall give written notice of such proposed filing to all Holders, and such notice shall offer each Holder the opportunity to Register under such Registration Statement such number of Registrable Securities as such Holder may request in writing delivered to the Company within ten (10) days of delivery of such written notice by the Company. Subject to Section 2.03(b), the Company shall include in such Registration Statement all such Registrable Securities that are requested by Holders to be included therein in compliance with the immediately foregoing sentence (a "Piggyback Registration"); provided, that if at any time after giving written notice of its intention to Register any equity securities and prior to the effective date of the Registration Statement filed in connection with such Piggyback Registration, the Company shall determine for any reason not to Register or to delay Registration of the equity securities covered by such Piggyback Registration, the Company shall give written notice of such determination to each Holder that had requested to Register its, his or her Registrable Securities in such Registration Statement and, thereupon, (1) in the case of a determination not to Register, shall be relieved of its obligation to Register any Registrable Securities in connection with such Registration (but not from its obligation to pay the Registration Expenses in connection therewith, to the extent payable) and (2) in the case of a determination to delay Registering, shall be permitted to delay Registering any Registrable Securities, for the same period as the delay in Registering the other equity securities covered by such Piggyback Registration. If the offering pursuant to such Registration Statement is to be underwritten, the Company shall so advise the Holders as a part of the written notice given pursuant this Section 2.03(a), and each Holder making a request for a Piggyback Registration pursuant to this Section 2.03(a) must, and the Company shall make such arrangements with the managing underwriter or underwriters so that each such Holder may, participate in such Underwritten Offering, subject to the conditions of Section 2.03(b). If the offering pursuant to such Registration Statement is to be on any other basis, the Company shall so advise the Holders as part of the written notice given pursuant to this Section 2.03(a), and each Holder making a request for a Piggyback Registration pursuant to this Section 2.03(a) must, and the Company shall make such arrangements so that each such Holder may, participate in such offering on such basis, subject to the conditions of Section 2.03(b). Each Holder shall be permitted to withdraw all or part of its Registrable Securities from a Piggyback Registration at any time prior to the effectiveness of such Registration Statement.

(b) Priority of Piggyback Registration. If the managing underwriter or underwriters of any proposed Underwritten Offering of Registrable Securities included in a Piggyback Registration informs the Company and the Holders that have requested to participate in such Piggyback Registration in writing that, in its or their good-faith opinion, the number of securities which such Holders and any other Persons intend to include in such offering exceeds the Maximum Offering Size, then the aggregate number of securities to be included in such Registration shall be (i) first, 100% of the securities that the Company proposes to sell, (ii) second, the number of Registrable Securities that, in the good-faith opinion of such managing underwriter or underwriters, can be sold without exceeding the Maximum Offering Size, which number shall be allocated pro rata among the Holders that have requested to participate in such Registration based on the relative number of Registrable Securities so requested to be included by each such Holder and (iii) third, any other securities eligible for inclusion in such Registration that, in the good-faith opinion of the managing underwriter or underwriters, can be sold without exceeding the Maximum Offering Size.

(c) No Effect on Demand and Shelf Registrations. No Registration of Registrable Securities effected pursuant to a request under this Section 2.03 shall be deemed to have been effected pursuant to Section 2.01 or Section 2.02 or shall relieve the Company of its obligations under Section 2.01 or Section 2.02.

SECTION 2.04. Black-out Periods.

(a) Black-out Periods for Holders. In the case of any Company Public Sale or an offering of Registrable Securities pursuant to Section 2.01 or Section 2.02 that is an Underwritten Offering, each Participating Holder agrees with the Company, if requested by the managing underwriter or underwriters in such Underwritten Offering, to execute a lock-up agreement in customary form, in which the Participating Holders may be required to agree not to (1) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Company Shares (including Company Shares that may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Commission and Company Shares that may be issued upon exercise of any Company Share Equivalents) or securities convertible into or exercisable or exchangeable for Company Shares or (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Company Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Company Shares or other securities, in cash or otherwise, in each case, during the period that is forty-five (45) days (or such greater or lesser period as may be reasonably requested by the managing underwriter or underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in the FINRA rules or any successor provisions or amendments thereto) after the date of the commencement of such Underwritten Offering, to the extent timely notified in writing by the Company or the managing underwriter or underwriters (or such other period as may be reasonably requested by the managing underwriter or underwriters); provided, that the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on (i) the Company, (ii) the Chief Executive Officer and/or the Chief Financial Officer of the Company (or persons in substantially equivalent positions), in their capacities as such, or (iii) on any other holder of more than 5% of the Company Shares, in each case, in connection with such Underwritten Offering; provided, further, that nothing herein will prevent any Participating Holder that is a partnership, limited liability company, corporation or other entity from making a distribution of Registrable Securities to the partners, members, stockholders or other equityholders thereof or a transfer to an Affiliate that is otherwise in compliance with the applicable securities laws, so long as such distributees or transferees agree to be bound by the restrictions set forth in this Section 2.04(a), or participating in any merger, acquisition or similar change of control transaction. Notwithstanding the foregoing, any lock-up agreement to be executed shall contain additional exceptions as may be agreed by the Participating Holders and the managing underwriter. This Section 2.04 shall not prohibit any transaction by any Participating Holder that is permitted by its lock-up agreement entered into in connection with an Underwritten Offering with the managing underwriter or underwriters in such Underwritten Offering (as such lock-up agreement is modified or waived by such managing underwriter or underwriters from time to time). The Company may impose stop-transfer instructions with respect to the Company Shares (or other securities) subject to the foregoing restriction until the end of the period referenced above.

(b) Black-out Period for the Company. In the case of an offering of Registrable Securities pursuant to Section 2.01 that is an Underwritten Offering, or pursuant to Section 2.02 that is an Underwritten Offering, the Company agrees, if requested by a Requesting Holder (or Requesting Holders, as the case may be) or the managing underwriter or underwriters in such Underwritten Offering, not to (1) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Company Shares and any Company Shares that may be issued upon exercise of any Company Share Equivalents) or securities convertible into or exercisable or exchangeable for Company Shares or (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Company Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Company Shares or other securities, in cash or otherwise, in each case, during the period beginning seven (7) days before, and ending forty-five (45) days (or such greater or lesser period as may be reasonably requested by the managing underwriter or underwriters and agreed to by the Requesting Holder(s)) (or such other period as may be reasonably requested by the managing underwriter or underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in the FINRA rules or any successor provisions or amendments thereto) after, the date of the commencement of such Underwritten Offering, to the extent timely notified in writing by a Requesting Holder or the managing underwriter or underwriters, as the case may be; provided, that the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on (i) the Chief Executive Officer and/or the Chief Financial Officer of the Company (or persons in substantially equivalent positions), in their capacities as such, or (ii) on any other holder of more than 5% of the Company Shares, in each case, in connection with such Underwritten Offering. If requested by the Requesting Holder(s) or the managing underwriter or underwriters of any such Underwritten Offering, the Company shall execute a separate lock-up agreement to the foregoing effect. This Section 2.04 shall not prohibit any transaction by the Company that is permitted by its lock-up agreement or provision entered into in connection with an Underwritten Offering with the managing underwriter or underwriters in such Underwritten Offering (as such lock-up agreement or provision is modified or waived by such managing underwriter or underwriters from time to time). Notwithstanding the foregoing, the Company may effect a public sale or distribution of securities of the type described above and during the periods described above if such sale or distribution is made pursuant to registrations on Form S-4 or Form S-8 or as part of any registration of securities for offering and sale to employees, directors or consultants of the Company and its Subsidiaries pursuant to any employee stock plan or other employee benefit plan arrangement. Notwithstanding anything to the contrary in this Agreement, and subject to Section 2.11, the time periods during which the Company shall be required to file a registration statement or otherwise effect an offering of securities pursuant to Section 2.01 or Section 2.02 shall be extended for a period equal to the lock-up period required under this Section 2.04(b) to the extent any Holder shall make a request for an offering or sale of securities under any such provision while any lock-up provision shall be in effect.

(c) Other Shareholders. The Company agrees to use its reasonable best efforts to obtain from each of its directors and officers an agreement not to effect any public sale or distribution of such securities during any period referred to in this Section 2.04, except as part of any sales or distributions made pursuant to Registrations permitted under Section 2.04(b). Without limiting the foregoing (but subject to Section 2.07), if after the date hereof the Company or any of its Subsidiaries grants any Person any rights to demand or participate in a Registration, the Company shall, and shall cause its Subsidiaries to, provide that the agreement with respect thereto shall include such Person's agreement to comply with any black-out period required by this Section 2.04 as if it were a Holder hereunder. If requested by the Participating Holder(s) or the managing underwriter or underwriters of any such Underwritten Offering, the Company shall use reasonable best efforts to cause such persons referred to in the first sentence of this Section 2.04(c) to execute a separate agreement to the foregoing effect. This Section 2.04 shall not prohibit any transaction by such person that is permitted by its lock-up agreement entered into in connection with an Underwritten Offering with the managing underwriter or underwriters in such Underwritten Offering (as such lock-up agreement is modified or waived by such managing underwriter or underwriters from time to time). The Company may impose stop-transfer instructions with respect to the Company Shares (or other securities) subject to the foregoing restriction until the end of the period referenced above.

SECTION 2.05. Registration Procedures.

(a) In connection with the Company's Registration obligations under Sections 2.01, 2.02 and 2.03 and subject to the applicable terms and conditions set forth therein, the Company shall use its reasonable best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the plan of distribution requested by the Participating Holder(s) and set forth in the applicable Registration Statement as expeditiously as reasonably practicable, and in connection therewith the Company shall:

(i) prepare the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith, and before filing a Registration Statement, Prospectus or any Issuer Free Writing Prospectus, or any amendments or supplements thereto, (x) furnish to the underwriters, if any, and the Participating Holders, if any, copies of all documents prepared to be filed, and provide such underwriters and the Participating Holders and their respective counsel with a reasonable opportunity to review and comment on such documents prior to their filing and (y) except in the case of a Registration under Section 2.03, not file any Registration Statement or Prospectus or amendments or supplements thereto to which any Participating Holder or the underwriters, if any, shall reasonably object; provided, that, if the Registration is pursuant to a Registration Statement on Form S-1 or Form S-3 or any similar short-form Registration Statement, the Company shall include in such Registration Statement such additional information for marketing purposes as any Participating Holder or managing underwriter reasonably requests in writing; provided, that the Company may exclude such additional information from the Registration Statement if in its opinion, in consultation with outside legal counsel, such information contains a material misstatement of fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(ii) prepare and file with the Commission such pre- and post-effective amendments to such Registration Statement, supplements to the Prospectus and such amendments or supplements to any Issuer Free Writing Prospectus as may be (x) reasonably requested by any Participating Holder (to the extent such request relates to information relating to such Participating Holder), or (y) necessary to keep such Registration effective for the period of time required by this Agreement, and comply with provisions of the applicable securities laws and SEC Guidance with respect to the sale or other disposition of all securities covered by such Registration Statement during such period in accordance with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement, and prior to the filing of such amendments and supplements, furnish such amendments and supplements to the underwriters, if any, and the Participating Holders, if any, and provide such underwriters and the Participating Holders and their respective counsel with an adequate and appropriate opportunity to review and comment on such amendments and supplements prior to their filing;

(iii) promptly notify the Participating Holders and the managing underwriter or underwriters, if any, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable Prospectus or Issuer Free Writing Prospectus or any amendment or supplement thereto has been filed, (B) of any written comments by the Commission or any request by the Commission or any other Governmental Authority for amendments or supplements to such Registration Statement, Prospectus or Issuer Free Writing Prospectus or for additional information, (C) of the issuance or threatened issuance by the Commission of any stop order suspending or threatening to suspend the effectiveness of such Registration Statement or any order by the Commission or any other regulatory authority preventing or suspending the use of any preliminary or final Prospectus or any Issuer Free Writing Prospectus or the initiation or threatening of any proceedings for such purposes, (D) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement cease to be true and correct in all material respects, (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction and (F) of the receipt by the Company of any notification with respect to the initiation or threatening of any proceeding for the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction;

(iv) promptly notify the Participating Holders and the managing underwriter or underwriters, if any, when the Company becomes aware of the happening of any event as a result of which the applicable Registration Statement, the Prospectus included in such Registration Statement (as then in effect) or any Issuer Free Writing Prospectus contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus, any preliminary Prospectus or any Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the Registration Statement, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement, Prospectus or Issuer Free Writing Prospectus in order to comply with the Securities Act and, in either case as promptly as reasonably practicable thereafter, prepare and file with the Commission, and furnish without charge to the Participating Holders and the managing underwriter or underwriters, if any, an amendment or supplement to such Registration Statement, Prospectus or Issuer Free Writing Prospectus which shall correct such misstatement or omission or effect such compliance;

(v) use its reasonable best efforts to prevent, or obtain the withdrawal of, any stop order or other order suspending the use of any preliminary or final Prospectus or any Issuer Free Writing Prospectus;

(vi) promptly incorporate in a Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment to the applicable Registration Statement such information as the managing underwriter or underwriters and the Participating Holder(s) agree should be included therein relating to the plan of distribution with respect to such Registrable Securities, and make all required filings of such Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment;

(vii) furnish to each Participating Holder and each underwriter, if any, without charge, as many conformed copies as such Participating Holder or underwriter may reasonably request of the applicable Registration Statement and any amendment, post-effective amendment or supplement thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including any incorporated by reference), provided, that the Company, in its discretion, may satisfy its obligation to furnish any such documents to the Participating Holders and underwriters by filing such documents with the Commission so they are publicly available on the Commission's EDGAR website;

(viii) deliver to each Participating Holder and each underwriter, if any, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus), any Issuer Free Writing Prospectus and any amendment or supplement thereto as such Participating Holder or underwriter may reasonably request (it being understood that the Company consents to the use of such Prospectus, any Issuer Free Writing Prospectus and any amendment or supplement thereto by such Participating Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities thereby) and such other documents as such Participating Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Participating Holder or underwriter), provided, that the Company, in its discretion, may satisfy its obligation to deliver any such documents to the Participating Holders and underwriters by filing such documents with the Commission so they are publicly available on the Commission's EDGAR website;

(ix) on or prior to the date on which the applicable Registration Statement is declared effective, use its reasonable best efforts to register or qualify, and cooperate with the Participating Holders, the managing underwriter or underwriters, if any, and their respective counsel, in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or "Blue Sky" laws of each state and other jurisdiction of the United States as any Participating Holder or managing underwriter or underwriters, if any, or their respective counsel reasonably request in writing and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for such period as required by Section 2.01(d) and Section 2.02(c), whichever is applicable, provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;

(x) cooperate with the Participating Holders and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends, and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters may request at least two (2) Business Days prior to any sale of Registrable Securities to the underwriters;

(xi) use its reasonable best efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other Governmental Authorities as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities;

(xii) make such representations and warranties to the Participating Holders and the underwriters or agents, if any, in form, substance and scope as are customarily made by issuers in secondary underwritten public offerings;

(xiii) enter into such customary agreements (including underwriting and indemnification agreements) and take all such other actions as any Participating Holder(s) or the managing underwriter or underwriters, if any, reasonably request in order to expedite or facilitate the Registration and disposition of such Registrable Securities;

(xiv) obtain for delivery to the Participating Holders and to the underwriter or underwriters, if any, an opinion or opinions from counsel for the Company dated the effective date of the Registration Statement or, in the event of an Underwritten Offering, the date of the closing under the underwriting agreement, in customary form, scope and substance, which opinions shall be reasonably satisfactory to such Participating Holders or underwriters, as the case may be, and their respective counsel;

(xv) in the case of an Underwritten Offering, obtain for delivery to the Company and the managing underwriter or underwriters, with copies to the Participating Holders, a cold comfort letter from the Company's independent certified public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters as the managing underwriter or underwriters reasonably request, dated the date of execution of the underwriting agreement and brought down to the date of the closing of the Underwritten Offering, as specified in the underwriting agreement;

(xvi) cooperate with each Participating Holder and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the FINRA;

(xvii) use its reasonable best efforts to comply with all applicable securities laws and make available to its security holders, as soon as reasonably practicable, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder;

(xviii) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(xix) use its reasonable best efforts to cause all Registrable Securities covered by the applicable Registration Statement to be listed on each securities exchange on which any of the Company Shares are then listed or quoted and on each inter-dealer quotation system on which any of the Company Shares are then quoted;

(xx) in connection with an Underwritten Offering, make available upon reasonable notice at reasonable times and for reasonable periods for inspection by any Participating Holder, by any underwriter participating in any disposition to be effected pursuant to such Registration Statement and by any attorney, accountant or other agent retained by such Participating Holder(s) or any such underwriter, all pertinent financial and other records, pertinent corporate documents and properties of the Company, and cause all of the Company's officers, directors and employees and the independent public accountants who have certified its financial statements to make themselves available to discuss the business of the Company and to supply all information reasonably requested by any such Person in connection with such Registration Statement as shall be necessary to enable them to exercise their due diligence responsibility; and

(xxi) in the case of an Underwritten Offering of Registrable Securities pursuant to a Demand Registration or a Marketed Underwritten Shelf Take-Down, in each case, in an amount of at least $50 million, cause appropriate officers of the Company to participate in the customary "road show" presentations that may be reasonably requested by the managing underwriter or underwriters in any such Underwritten Offering and otherwise use commercially reasonable efforts to facilitate, cooperate with, and participate in each proposed Underwritten Offering contemplated herein and customary selling efforts related thereto provided, that such participation shall not unreasonably interfere with the business operations of the Company.

(b) The Company may require each Participating Holder to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Holder and its ownership of Registrable Securities as the Company may from time to time reasonably request in writing. Each Participating Holder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement.

(c) Each Participating Holder agrees that, upon delivery of any notice by the Company of the happening of any event of the kind described in Section 2.05(a)(iii)(C), (D), or (E) or Section 2.05(a)(iv), such Participating Holder will forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement until (i) if such notice relates to an event of the kind described in Section 2.05(a)(iv), such Participating Holder's receipt of the copies of the supplemented or amended Prospectus or Issuer Free Writing Prospectus contemplated by Section 2.05(a)(iv), (ii) such Participating Holder is advised in writing by the Company that the use of the Prospectus or Issuer Free Writing Prospectus, as the case may be, may be resumed, (iii) if such notice relates to an event of the kind described in Section 2.05(a)(iii)(C) or (E), such Participating Holder is advised in writing by the Company of the termination, expiration or cessation of the applicable order or suspension, and (iv) if such notice relates to an event of the kind described in Section 2.05(a)(iii)(D), such Participating Holder is advised in writing by the Company that the representations and warranties of the Company in the applicable underwriting agreement are true and correct in all material respects. The Company may impose stop-transfer instructions with respect to the Registrable Securities subject to the foregoing restriction until the end of the period referenced above. In the event the Company shall give any such notice, the period during which the applicable Registration Statement is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented or amended Prospectus or Issuer Free Writing Prospectus contemplated by Section 2.05(a)(iv) or is advised in writing by the Company that the use of the Prospectus or Issuer Free Writing Prospectus may be resumed.

SECTION 2.06. Underwritten Offerings.

(a) Demand Registrations. If requested by the underwriters for any Underwritten Offering requested by any Participating Holder pursuant to a Registration under Section 2.01, the Company shall enter into an underwriting agreement with such underwriters for such offering, such agreement to be reasonably satisfactory in substance and form to the Company, each Participating Holder and the underwriters, and to contain such representations and warranties by the Company and such other terms as are generally prevailing in agreements of that type, including indemnities no less favorable to the recipient thereof than those provided in Section 2.09. Each Participating Holder shall cooperate reasonably with the Company in the negotiation of such underwriting agreement and shall give consideration to the reasonable suggestions of the Company regarding the form thereof. The Participating Holders shall be parties to such underwriting agreement, which underwriting agreement shall (i) contain such representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such Participating Holders as are customarily made by issuers to selling stockholders in secondary underwritten public offerings and (ii) provide that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also shall be conditions precedent to the obligations of such Participating Holders. Any such Participating Holder shall not be required to make any representations or warranties to, or agreements with, the Company or the underwriters in connection with such underwriting agreement other than customary representations, warranties or agreements regarding such Participating Holder (but not such Participating Holder's knowledge about the Company), such Participating Holder's title to the Registrable Securities, such Participating Holder's authority to sell the Registrable Securities, such Participating Holder's intended method of distribution, absence of liens with respect to the Registrable Securities, receipt of all required consents and approvals with respect to the entry into such underwriting agreement and the sale of such Registrable Securities and any other representations required to be made by such Participating Holder under applicable law, rule or regulation, and the aggregate amount of the liability of such Participating Holder in connection with such underwriting agreement shall not exceed such Participating Holder's net proceeds after underwriting commissions and discounts (but before any taxes and expenses which may be payable by such Participating Holder) from such Underwritten Offering.

(b) Shelf Registrations. If requested by the underwriters for any Underwritten Offering requested by any Participating Holder pursuant to a Registration under Section 2.02, the Company shall enter into an underwriting agreement with such underwriters for such offering, such agreement to be reasonably satisfactory in substance and form to the Company, each Participating Holder and the underwriters, and to contain such representations and warranties by the Company and such other terms as are generally prevailing in agreements of that type, including indemnities no less favorable to the recipient thereof than those provided in Section 2.09. Each Participating Holder shall cooperate reasonably with the Company in the negotiation of such underwriting agreement and shall give consideration to the reasonable suggestions of the Company regarding the form thereof. The Participating Holders shall be parties to such underwriting agreement, which underwriting agreement shall (i) contain such representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such Participating Holders as are customarily made by issuers to selling stockholders in secondary underwritten public offerings and (ii) provide that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also shall be conditions precedent to the obligations of such Participating Holders. Any such Participating Holder shall not be required to make any representations or warranties to, or agreements with, the Company or the underwriters in connection with such underwriting agreement other than customary representations, warranties or agreements regarding such Participating Holder (but not such Participating Holder's knowledge about the Company), such Participating Holder's title to the Registrable Securities, such Participating Holder's authority to sell the Registrable Securities, such Participating Holder's intended method of distribution, absence of liens with respect to the Registrable Securities, receipt of all required consents and approvals with respect to the entry into such underwriting agreement and the sale of such Registrable Securities and any other representations required to be made by such Participating Holder under applicable law, rule or regulation, and the aggregate amount of the liability of such Participating Holder in connection with such underwriting agreement shall not exceed such Participating Holder's net proceeds after underwriting commissions and discounts (but before any taxes and expenses which may be payable by such Participating Holder) from such Underwritten Offering.

(c) Piggyback Registrations. If the Company proposes to Register any of its securities under the Securities Act as contemplated by Section 2.03 and such securities are to be distributed in an Underwritten Offering through one or more underwriters, the Company shall, if requested by any Holder pursuant to Section 2.03 and subject to the provisions of Section 2.03(b), use its reasonable best efforts to arrange for such underwriters to include on the same terms and conditions that apply to the other sellers in such Registration all the Registrable Securities to be offered and sold by such Holder among the securities of the Company to be distributed by such underwriters in such Registration. The Participating Holders shall be parties to the underwriting agreement between the Company and such underwriters, which underwriting agreement shall (i) contain such representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such Participating Holders as are customarily made by issuers to selling stockholders in secondary underwritten public offerings and (ii) provide that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also shall be conditions precedent to the obligations of such Participating Holders. Any such Participating Holder shall not be required to make any representations or warranties to, or agreements with the Company or the underwriters in connection with such underwriting agreement other than customary representations, warranties or agreements regarding such Participating Holder (but not such Participating Holder's knowledge about the Company), such Participating Holder's title to the Registrable Securities, such Participating Holder's authority to sell the Registrable Securities, such Participating Holder's intended method of distribution, absence of liens with respect to the Registrable Securities, receipt of all required consents and approvals with respect to the entry into such underwriting agreement and the sale of such Registrable Securities or any other representations required to be made by such Participating Holder under applicable law, rule or regulation, and the aggregate amount of the liability of such Participating Holder in connection with such underwriting agreement shall not exceed such Participating Holder's net proceeds after underwriting commissions and discounts (but before any taxes and expenses which may be payable by such Participating Holder) from such Underwritten Offering.

(d) Participation in Underwritten Registrations. Subject to the provisions of Sections 2.06(a), (b) and (c) above, no Person may participate in any Underwritten Offering hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

(e) Price and Underwriting Discounts. In the case of an Underwritten Offering under Section 2.01 or Section 2.02, the price, underwriting discount and other financial terms for the Registrable Securities shall be determined by the Requesting Holder(s) participating in such Underwritten Offering.

SECTION 2.07. No Inconsistent Agreements; Additional Rights. The Company is not currently a party to, and shall not hereafter enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders by this Agreement, including allowing any other holder or prospective holder of any securities of the Company (a) registration rights in the nature or substantially in the nature of those set forth in Section 2.01, Section 2.02 or Section 2.03 that would have priority over the Registrable Securities with respect to the inclusion of such securities in any Registration (except to the extent such registration rights are solely related to Registrations of the type contemplated by Section 2.03(a)(ii) through (iv)) or (b) demand registration rights in the nature or substantially in the nature of those set forth in Section 2.01 or Section 2.01 that are exercisable prior to such time as the Requesting Holders can first exercise their rights under Section 2.01 or Section 2.02.

SECTION 2.08. Registration Expenses. All expenses incident to the Company's performance of or compliance with this Agreement shall be paid by the Company (including, for the avoidance of doubt, in connection with any Demand Registration, Shelf Registration or any Shelf Take-Down, including (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the Commission or FINRA, including, if applicable, the reasonable and documented fees and expenses of any "qualified independent underwriter," as such term is defined in FINRA Rule 5121 (or any successor provision) and of its counsel (ii) all fees and expenses in connection with compliance with any securities or "Blue Sky" laws (including fees and disbursements of one firm of counsel for the underwriters in connection with "Blue Sky" qualifications of the Registrable Securities up to an aggregate maximum of $25,000), (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing Prospectuses and Issuer Free Writing Prospectuses), (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audits incidental to or required by any Registration or qualification and cold comfort letters required by or incident to such performance), (v) Securities Act liability insurance or similar insurance if the Company so desires, (vi) all fees and expenses incurred in connection with the listing of Registrable Securities on any securities exchange or quotation of the Registrable Securities on any inter-dealer quotation system, (vii) all fees and expenses of any special experts or other Persons retained by the Company in connection with any Registration, (viii) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), (ix) all expenses incurred by the Company and its directors and officers related to any analyst or investor presentations or any "road-shows" for any Underwritten Offering, including all travel, meals and lodging, (x) reasonable and documented fees, out-of-pocket costs and expenses of one firm of counsel selected by the Holder(s) of a majority of the Registrable Securities covered by each Registration Statement, (xi) fees and disbursements of underwriters customarily paid by issuers and sellers of securities, but excluding any underwriting fees, discounts and commissions attributable to the sale of Registrable Securities, (xii) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with such offering, (xiii) fees and expense payable in connection with any ratings of the Registrable Securities, including expenses relating to any presentations to rating agencies and (xiv) any other fees and disbursements customarily paid by the issuers of securities. All such fees and expenses are referred to herein as "Registration Expenses." The Company shall not be required to pay any underwriting fees, discounts and commissions, or any transfer taxes or similar taxes or charges, if any, attributable to the sale of Registrable Securities, and all such fees, discounts, commissions, taxes and charges related to any Registrable Securities shall be the sole responsibility of the Holder of such Registrable Securities.

SECTION 2.09. Indemnification.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each of the Holders, each of their respective direct or indirect partners, members or shareholders and each of such partner's, member's or shareholder's partners members or shareholders and, with respect to all of the foregoing Persons, each of their respective Affiliates, employees, directors, officers, trustees or agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Persons and each of their respective Representatives (collectively, the "Stockholder Parties") from and against any and all losses, penalties, judgments, suits, costs, claims, damages, liabilities and expenses, joint or several (including reasonable and documented costs and expenses of investigation and reasonable and documented attorneys', accountants' and experts' fees and expenses) (each, a "Loss" and collectively "Losses") insofar as such Losses arise out of or are relating to (i) any failure by the Company to comply with the covenants and agreements contained in this Agreement, (ii) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which such Registrable Securities were registered under the Securities Act (including any final, preliminary or summary Prospectus contained therein or any amendment or supplement thereto or any documents incorporated by reference therein, which shall include any information that has been deemed to be a part of any Prospectus under Rule 159 under the Securities Act), any Issuer Free Writing Prospectus or amendment or supplement thereto, (iii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, and the Company will reimburse, as incurred, each such Stockholder Party for any legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action; provided, that the Company shall not be liable to any Stockholder Party to the extent that any such Loss arises out of or is relating to an untrue statement or alleged untrue statement or omission or alleged omission made in any such Registration Statement or other document in reliance upon and in conformity with written information furnished to the Company by such indemnified party expressly for use in the preparation thereof (including without limitation any written information provided for inclusion in the Registration Statement pursuant to Section 2.05(a)(i)). This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any Stockholder Party and shall survive the transfer of such securities by such Holder. The Company shall also indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers and directors and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) as may be reasonably requested by any such parties and on customary terms.

(b) Indemnification by the Participating Holders. Each Participating Holder agrees (severally and not jointly) to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors and officers and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act), and each other Holder, each of such other Holder's respective direct or indirect partners, members or shareholders and each of such partner's, member's or shareholder's partners members or shareholders and, with respect to all of the foregoing Persons, each of their respective Affiliates, employees, directors, officers, trustees or agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Persons and each of their respective Representatives from and against (i) any Losses resulting from any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement under which such Participating Holder's Registrable Securities were registered under the Securities Act (including any final, preliminary or summary Prospectus contained therein or any amendment or supplement thereto or any documents incorporated by reference therein, which shall include any information that has been deemed to be a part of any Prospectus under Rule 159 under the Securities Act) or any Issuer Free Writing Prospectus or amendment or supplement thereto, or (ii) any Losses resulting from any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, in each case to the extent, but only to the extent, that such untrue statement or omission is contained in information furnished in writing by such Participating Holder to the Company specifically for inclusion in such Registration Statement (including, without limitation, any written information provided for inclusion in the Registration Statement pursuant to Section 2.05(a)(i)) and has not been corrected in a subsequent writing prior to or concurrently with the sale of the Registrable Securities to the Person asserting the claim, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) was made in such Registration Statement, Prospectus, offering circular, Issuer Free Writing Prospectus or other document, in reliance upon and in conformity with written information furnished to the Company by such Participating Holder expressly for use therein, and (iii) in the event that the Company notifies such Participating Holder in writing of the occurrence of an event of the type specified in Section 2.05(a)(iv), to the extent, and only to the extent, of any Losses resulting from such Participating Holder's use of an outdated or defective Prospectus or Issuer Free Writing Prospectus after the date of such notice and prior to the date that its disposition of Registrable Securities pursuant to such Registration Statement may be resumed pursuant to Section 2.05(c) or, if applicable, such Participating Holder's failure to use the supplemented or amended Prospectus or Issuer Free Writing Prospectus delivered to it pursuant to Section 2.05(a)(iv), but only to the extent that the use of such supplemented or amended Prospectus or Issuer Free Writing Prospectus would have corrected the misstatement or omission giving rise to such Loss, and (iv) in the event that the Company delivers to such Participating Holder a Postponing Officer's Certificate or a Suspending Officer's Certificate, to the extent, and only to the extent, of any Losses resulting from such Participating Holder's disposition of Registrable Securities pursuant to such Registration Statement after the date of such certificate in contravention of the applicable restrictions under Sections 2.01(b) or 2.02(e). In no event shall the liability of such Participating Holder hereunder be greater in amount than the dollar amount of the net proceeds after underwriting commissions and discounts (but before any taxes and expenses which may be payable by such Participating Holder) received by such Participating Holder under the sale of Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification under this Section 2.09 shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that any failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder only to the extent, if at all, that it is actually and materially prejudiced by reason of such failure) and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any Person entitled to indemnification hereunder shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (A) the indemnifying party has agreed in writing to pay such fees or expenses, (B) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after delivery of notice of such claim from the Person entitled to indemnification hereunder and employ counsel reasonably satisfactory to such Person, (C) the indemnified party has reasonably concluded (based upon advice of independent outside counsel) that there may be legal defenses available to it that are different from or in addition to those available to the indemnifying party, or (D) in the reasonable judgment of any such indemnified party (based upon advice of independent outside counsel), an actual or potential conflict of interest exists between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person). If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action, consent to entry of any judgment or enter into any settlement, in each case without the prior written consent (not to be unreasonably withheld) of the indemnified party, unless the entry of such judgment or settlement (i) includes as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim or litigation and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of such indemnified party, and provided that any sums payable in connection with such settlement are paid in full by the indemnifying party. If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its prior written consent, but such consent may not be unreasonably withheld. It is understood that the indemnifying party or parties shall not, except as specifically set forth in this Section 2.09(c), in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements or other charges of more than one separate firm admitted to practice in such jurisdiction at any one time unless (x) the employment of more than one counsel has been authorized in writing by the indemnifying party or parties, (y) an indemnified party has reasonably concluded (based on the advice of counsel) that there may be legal defenses available to it that are different from or in addition to those available to the other indemnified parties, or (z) a conflict or potential conflict exists or may exist (based upon advice of counsel to an indemnified party) between such indemnified party and the other indemnified parties, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels not to exceed, at any one time, a total of two (2) separate firms, in the aggregate for all indemnified parties, admitted to practice in such jurisdiction.

(d) Contribution. If for any reason the indemnification provided for in paragraphs (a) and (b) of this Section 2.09 is unavailable to an indemnified party or insufficient in respect of any Losses referred to therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party or parties on the other hand in connection with the acts, statements or omissions that resulted in such losses, as well as any other relevant equitable considerations. In connection with any Registration Statement filed with the Commission by the Company, the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if contribution pursuant to this Section 2.09(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 2.09(d). No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an indemnified party as a result of the Losses referred to in Sections 2.09(a) and 2.09(b) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 2.09(d), in connection with any Registration Statement filed by the Company, a Participating Holder shall not be required to contribute any amount in excess of the dollar amount of the net proceeds after underwriting commissions and discounts (but before any taxes and expenses which may be payable by such Participating Holder) received by such Participating Holder under the sale of Registrable Securities giving rise to such contribution obligation less any amount paid by such Participating Holders pursuant to Section 2.09(b). Each Participating Holder's obligation to contribute pursuant to this Section 2.09 is several in the proportion that the proceeds of the offering received by such Participating Holder bears to the total proceeds of the offering received by all such Participating Holders and not joint. If indemnification is available under this Section 2.09, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Sections 2.09(a) and 2.09(b) hereof without regard to the provisions of this Section 2.09(d).

(e) No Exclusivity. The remedies provided for in this Section 2.09 are not exclusive and shall not limit any rights or remedies which may be available to any indemnified party at law or in equity or pursuant to any other agreement.

(f) Survival. The indemnities provided in this Section 2.09 shall survive the transfer of any Registrable Securities by such Holder.

(g) Other Indemnification. Indemnification similar to that specified herein (with appropriate modifications) shall be given by the Company and each Participating Holder with respect to any required registration or other qualification of securities under any law other than the Securities Act or the Exchange Act.

SECTION 2.10. Rules 144 and 144A and Regulation S. The Company covenants that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder (or, if the Company is not required to file such reports, it will, upon the reasonable request of any Holder, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rules 144, 144A or Regulation S under the Securities Act), all to the extent required from time to time to enable the Holders to sell Registrable Securities without Registration under the Securities Act within the limitation of the exemptions provided by (i) Rules 144, 144A or Regulation S under the Securities Act, as such Rules may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the Commission. Upon the reasonable request of a Holder, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specifics thereof.

SECTION 2.11. Limitation on Registrations and Underwritten Offerings. Notwithstanding the rights and obligations set forth in Section 2.01 and Section 2.02, in no event shall the Company be obligated to take any action to effect any Demand Registration or any Marketed Underwritten Shelf Take-Down within 90 days after the consummation of a previous Demand Registration or Marketed Underwritten Shelf Take-Down.

SECTION 2.12. In-Kind Distributions. If any Holder seeks to effectuate an in-kind distribution of all or part of its Company Shares to such Holder's direct or indirect equityholders, the Company will reasonably cooperate with and assist such Holder, such equityholders and the Company's transfer agent to facilitate such in-kind distribution in the manner reasonably requested by such Holder (including the delivery of instruction letters by the Company or its counsel to the Company's transfer agent, the delivery of customary legal opinions by counsel to the Company and the delivery of Company Shares without restrictive legends, to the extent the restrictions set forth therein are no longer applicable).

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Term. This Agreement shall terminate with respect to any Holder, (i) if such Holder and its Affiliates beneficially own less than one percent (1)% of the outstanding Company Shares, if all of the Registrable Securities then owned by such Holder and its Affiliates could be sold in any ninety (90)-day period pursuant to Rule 144 without restriction as to volume or manner of sale or (ii) if all of the Registrable Securities held by such Holder have been sold in a Registration pursuant to the Securities Act or pursuant to an exemption therefrom.

SECTION 3.02. Injunctive Relief. It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved Person will be irreparably damaged and will not have an adequate remedy at law. Any such Person shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

SECTION 3.03. Notices. Unless otherwise specified herein, all notices, consents, approvals, reports, designations, requests, waivers, elections and other communications authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via facsimile, with confirmation of transmission, to the number set out below or on Schedule I, as applicable, (c) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service, (d) when transmitted via email (including via attached pdf document), with confirmation of receipt, to the email address set out below or on Schedule I, as applicable or (e) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties as applicable, at the address set out below or on Schedule I (or such other address as such Holder may specify by notice to the Company in accordance with this Section 3.03) and the Company at the following addresses:

To the Company:

Eagle Bulk Shipping Inc.
477 Madison Avenue
Suite 1405
New York, NY 10022

Attention: Adir Katzav
Facsimile: (212) 785-3311
Email: akatzav@eagleships.com

with a copy (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
601 South Figueroa Street
Los Angeles, CA 90017
Attention: Paul S. Aronzon
Facsimile: (213) 629-5063
Email: paronzon@milbank.com

SECTION 3.04. Recapitalization. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all equity securities of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in conversion of, in exchange for or in substitution of, the Registrable Securities and shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, recapitalizations and the like occurring after the date hereof. The Company shall cause any successor or assign (whether by merger, consolidation, sale of assets or otherwise) to assume this Agreement or enter into a new registration rights agreement with the Holders on terms substantially the same as this Agreement as a condition of any such transaction.

SECTION 3.05. Amendment. The terms and provisions of this Agreement may only be amended, modified or waived at any time and from time to time by a writing executed by the Company and the Holders of a majority of the Registrable Securities then outstanding; provided, that if any such amendment, modification or waiver shall adversely affect the rights of any Holder, the consent of all such affected Holders shall be required.

SECTION 3.06. Successors, Assigns and Transferees. The rights and obligations of each party hereto may not be assigned, in whole or in part, without the written consent of the Company; provided, however, that notwithstanding the foregoing, the rights and obligations set forth herein may be assigned, in whole or in part, by any Holder to any of its Affiliates and such transferee shall, with the consent of the transferring Holder, be treated as a "Holder" for all purposes of this Agreement (each Person to whom the rights and obligations are assigned in compliance with this Section 3.06 is a "Permitted Assignee" and all such Persons, collectively, are "Permitted Assignees"); provided, further, that such transferee shall only be admitted as a party hereunder upon its, his or her execution and delivery of a joinder agreement in substantially the form attached as Exhibit A hereto, agreeing to be bound by the terms and conditions of this Agreement as if such Person were a party hereto (together with any other documents the Holders determine are necessary to make such Person a party hereto), whereupon such Person will be treated as a Holder for all purposes of this Agreement, with the same rights, benefits and obligations hereunder as the transferring Holder with respect to the transferred Registrable Securities (except that if the transferee was a Holder prior to such transfer, such transferee shall have the same rights, benefits and obligations with respect to such transferred Registrable Securities as were applicable to Registrable Securities held by such transferee prior to such transfer).

SECTION 3.07. Binding Effect. Except as otherwise provided in this Agreement, the terms and provisions of this Agreement shall be binding on and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

SECTION 3.08. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any Person not a party hereto (other than those Persons entitled to indemnity or contribution under Section 2.09, each of whom shall be a third party beneficiary thereof) any right, remedy or claim under or by virtue of this Agreement.

SECTION 3.09. Governing Law; Jurisdiction; Agent For Service. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY (I) AGREES THAT ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST THE COMPANY ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK OR THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY AND COUNTY OF NEW YORK (COLLECTIVELY, THE "SPECIFIED COURTS"), (II) WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING IN THE SPECIFIED COURTS AND IRREVOCABLY AND UNCONDITIONALLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND (III) SUBMITS TO THE EXCLUSIVE JURISDICTION (EXCEPT FOR PROCEEDINGS INSTITUTED IN REGARD TO THE ENFORCEMENT OF A JUDGMENT OF ANY SUCH COURT, AS TO WHICH SUCH JURISDICTION IS NON-EXCLUSIVE) OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE COMPANY HEREBY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS AT THE ADDRESS SPECIFIED IN SECTION 3.03 HEREOF, IN ANY MANNER PERMITTED BY THE LAWS OF THE STATE OF NEW YORK, IN ANY SUCH ACTION ARISING OUT OF OR BASED ON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHICH MAY BE INSTITUTED IN ANY SPECIFIED COURT AND HEREBY WAIVES ANY REQUIREMENTS OF OR OBJECTIONS TO PERSONAL JURISDICTION WITH RESPECT THERETO. SERVICE OF PROCESS UPON THE COMPANY AT THE ADDRESS SPECIFIED IN SECTION 3.03 HEREOF SHALL BE DEEMED, IN EVERY RESPECT, EFFECTIVE SERVICE OF PROCESS UPON THE COMPANY.

SECTION 3.10. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.10.

SECTION 3.11. Immunity Waiver. The Company hereby irrevocably waives, to the fullest extent permitted by law, any immunity to jurisdiction to which it may otherwise be entitled (including, without limitation, immunity to pre-judgment attachment, post-judgment attachment and execution) in any legal suit, action or proceeding against it arising out of or based on this Agreement.

SECTION 3.12. Entire Agreement. This Agreement sets forth the entire agreement among the parties hereto with respect to the subject matter hereof. Any prior agreements or understandings among the parties hereto regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

SECTION 3.13. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SECTION 3.15. Headings. The heading references herein and in the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EAGLE BULK SHIPPING INC.

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

HOLDERS:

Big River Group Fund SPC Limit – Bond Segregated Portfolio

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Birch Capital Fund SPC Limited – Bond Segregated Portfolio

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Brigade Credit Fund II Ltd.

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Brigade Distressed Value Master Fund Ltd.

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Brigade Leveraged Capital Structures Fund LTD.

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Brigade Opportunistic Credit Fund 16 LLC

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Brigade Opportunistic Credit Fund – ICL LP

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Brigade Opportunistic Credit LBG Fund Ltd.

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Citigroup Pension Plan

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

FedEx Corporation Employees' Pension Trust

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

First Energy Corp. System Master Retirement Trust

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Future Directions Credit Opportunities Fund

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Los Angeles County Employees Retirement Association/Brigade

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

OCA Brigade Credit Fund II LLC

By: Brigade Capital Management, LP, as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Russell Investment Company Russell Multi-Strategy Alternative Fund

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Tasman Fund LP

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Texas Absolute Credit Opportunities Strategy LP

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

The Coca-Cola Company Master Retirement Trust

By: Brigade Capital Management, LP as Investment Manager

By: /s/ Raymond Luis
Name: Raymond Luis
Title: CFO

Midtown Acquisitions L.P.

By: Midtown Acquisitions GP LLC, its general partner

By: /s/ Morgan Blackwell
Name: Morgan Blackwell
Title: Authorized Signatory

OCM Opps EB Holdings Ltd.

By: Oaktree Capital Management, L.P.
Its: Director

By: /s/ Mahesh Balakrishnan
Name: Mahesh Balakrishnan
Title: Senior Vice President

By: /s/ Kenneth Liang
Name: Kenneth Liang
Title: Managing Director

Canyon Value Realization Fund, L.P.
Canyon Balanced Master Fund, Ltd.
Canyon Distressed Opportunity Investing Fund, L.P.
Canyon Distressed Opportunity Master Fund, L.P.
The Canyon Value Realization Master Fund, L.P.
Canyon Blue Credit Investment Fund L.P.
Canyon-GRF Master Fund II, LP
Permal Canyon Fund Ltd.
Canyon Value Realization MAC 18 Ltd.
Canyon-TCDRS Fund, LLC
Citi Canyon Ltd.
AAI Canyon Fund PLC, an umbrella investment company with variable capital and segregated liability between sub-funds, solely in respect of Canyon Reflection Fund

By: Canyon Capital Advisors LLC

By: /s/ Jonathan Kaplan
Name: Jonathan Kaplan
Title: Authorized Signatory

SCHEDULE I

1. BRIGADE ENTITIES:

Big River Group Find SPC Limited – Bond Segregated Portfolio
Birch Capital Fund SPC Limited – Bond Segregated Portfolio
Brigade Credit Fund II Ltd.
Brigade Distressed Value Master Fund Ltd.
Brigade Leveraged Capital Structures Fund Ltd.
Brigade Opportunistic Credit Fund 16 LLC
Brigade Opportunistic Credit Fund –ICL LP
Brigade Opportunistic Credit LBG Fund Ltd.
Citigroup Pension Plan
FedEx Corporation Employees' Pension Trust
FirstEnergy System Master Retirement Trust
Future Directions Credit Opportunities Fund
Los Angeles County Employees Retirement Association
OCA Brigade Credit Fund II LLC
Russell Investment Company Russell Multi-Strategy Alternative Fund
Tasman Fund LP
Texas Absolute Credit Opportunities Strategy LP
The Coca-Cola Company Master Retirement Trust

Contact Information for Brigade Entities:

399 Park Avenue
New York, New York, 10022
Telephone: 212.583.2600
Attn: Grant Nachman, email gn@brigadecapiral.com

With a copy to:
Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, New York, 10019
Telephone: 212.373.3000
Attn: Tracey Zaccone, email tzaccone@paulweiss.com

2. DAVIDSON KEMPNER CAPITAL MANAGEMENT ENTITIES:

Midtown Acquisitions L.P.

Contact Information for Davidson Kempner Capital Management Entities:

65 East 55th Street, 19th Floor
New York, New York, 10022
Telephone: 212.371.3000
Attn: Christian Cantalupo, email ccantalupo@dkpartners.com

With a copy to:
Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, New York, 10019
Telephone: 212.373.3000
Attn: Tracey Zaccone, email tzaccone@paulweiss.com

3. OAK TREE CAPITAL MANAGEMENT ENTITIES:

OCM Opps EB Holdings Ltd.

Contact Information for Oak Tree Capital Management Entities:

333 South Grand Avenue, 28th Floor
Los Angeles, CA, 90071
Telephone: 213.830.6300
Attn: Ken Liang, email kliang@oaktreecap.com

With a copy to:
Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, New York, 10019
Telephone: 212.373.3000
Attn: Tracey Zaccone, email tzaccone@paulweiss.com

4. CANYON PARTNERS ENTITIES:

Canyon Value Realization Fund, L.P.
Canyon Balanced Master Fund, Ltd.
Canyon Distressed Opportunity Investing Fund, L.P.
Canyon Distressed Opportunity Master Fund, L.P.
The Canyon Value Realization Master Fund, L.P.
Canyon Blue Credit Investment Fund L.P.
Canyon-GRF Master Fund II, L.P.
Permal Canyon Fund Ltd.
Canyon Value Realization MAC 18 Ltd.
Canyon TCDRS Fund, LLC
Citi Canyon Ltd.
AAI Canyon Fund PLC, an umbrella investment company with variable capital and segregated liability between sub- funds, solely in respect of Canyon Reflection Fund

Contact Information for Canyon Partners Entities:

2000 Avenue of the Stars, 11th Floor
Los Angeles, CA, 90067
Telephone: 310.272.1000
Attn: Benjamin Fader-Rattner, email bfadderrattner@canyonpartners.com

With a copy to:
Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, New York, 10019
Telephone: 212.373.3000
Attn: Tracey Zaccone, email tzaccone@paulweiss.com

EXHIBIT A

FORM OF JOINDER

THIS JOINDER (this "Joinder") to the Registration Rights Agreement dated as of October 15, 2014, by and among Eagle Bulk Shipping Inc., a Marshall Islands corporation (the "Company"), and the Persons set forth on Schedule I thereto (the "Registration Rights Agreement"), is made and entered into as of [ ], by and between the Company and [ ] (the "Assuming Holder"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Registration Rights Agreement.

WHEREAS, the Assuming Holder has acquired certain Registrable Securities from [ ].

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties to this Joinder hereby agree as follows:

Agreement to be Bound. The Assuming Holder hereby agrees that upon execution of this Joinder, it shall become a party to the Registration Rights Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Registration Rights Agreement as though an original party thereto and shall be deemed a Holder for all purposes thereof.

Successors and Assigns. Except as otherwise provided herein, this Joinder shall bind and inure to the benefit of and be enforceable by the Company and its successors, heirs and assigns and the Assigning Holder and its successors, heirs and assigns.

Notices. For purposes of Section 3.03 (*Notices*) of the Registration Rights Agreement, all notices, requests and demands to the Assigning Holder shall be directed to:

[Name]
[Address]

Governing Law. The provisions of Section 3.09 (*Governing Law; Jurisdiction; Agent for Service*), Section 3.10 (*Waiver of Jury Trial*) and Section 3.14 (*Counterparts*) of the Registration Rights Agreement are incorporated herein by reference as if set forth in full herein and shall apply to the terms and provisions of this Joinder and the parties hereto *mutatis mutandis*.

Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Joinder to the Registration Rights Agreement as of the date first written above.

EAGLE BULK SHIPPING INC.

By: _____
Name:
Title:

[HOLDER]

By: _____
Name:
Title:

Exhibit 10.3

WARRANT AGREEMENT

THIS WARRANT AGREEMENT (this "Agreement"), dated as of October 15, 2014, is by and among Eagle Bulk Shipping Inc., a Marshall Islands corporation (the "Company"), and Computershare Inc., a Delaware corporation ("Computershare") and its wholly owned subsidiary Computershare Trust Company N.A., a federally chartered trust company (together with Computershare, the "Warrant Agent").

WHEREAS, on August 6, 2014, the Company (the "Debtor") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") under the case 14-12303 (SHL);

WHEREAS, on August 6, 2014, the Debtor filed the *Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as amended or supplemented from time to time, the "Plan of Reorganization");

WHEREAS, on September 22, 2014, the Bankruptcy Court entered an order confirming the Plan of Reorganization, and the Company emerged from its chapter 11 bankruptcy proceedings on the date first written above (the "Effective Date");

WHEREAS, pursuant to the Plan of Reorganization, the Company will issue on or as soon as practicable after the Effective Date, warrants (the "Warrants") to purchase shares of the common stock of the reorganized Company ("Common Stock"), representing an aggregate total of 7.5% of the total number of shares of New Eagle Common Stock issuable pursuant to the Plan (subject to dilution as set forth in the Plan of Reorganization) to holders of Equity Interests (as defined in the Plan of Reorganization);

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants;

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, call, exercise and cancellation of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned, either by manual or facsimile signature, by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definition of Terms. As used in this Agreement, the following capitalized terms shall have the following respective meanings:

(a) "Affiliate" has the meaning set forth in Rule 12b-2 of the Exchange Act.

(b) "Appropriate Officer" has the meaning set forth in Section 3.2(a) hereof.

(c) "Beneficial Holder" means, with respect to any Warrants represented by a Global Warrant Certificate, any person or entity that "beneficially owns" (as such term is defined under and determined pursuant to Rule 13d-3 promulgated under the Exchange Act) such Warrants.

(d) "Board of Directors" means the Board of Directors of the Company.

(e) "Book-Entry Warrants" has the meaning set forth in Section 3.1(c) hereof.

(f) "Business Day" means any day that is not (i) a Saturday or Sunday or a day on which the New York Stock Exchange is closed and, (ii) in the event that the Warrants or Common Stock are listed on a national securities exchange other than the New York Stock Exchange, a day on which such national securities exchange is closed.

(g) "Certificated Warrants" has the meaning set forth in Section 3.1(c) hereof.

(h) "Current Sale Price" of the Common Stock on any date of determination means:

(i) if the Common Stock is listed on the New York Stock Exchange or The NASDAQ Stock Market on such date, the average closing sale price per share of the Common Stock (or if no closing sale price is reported, the average of the closing bid and closing ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) for the ten (10) consecutive trading days immediately prior to such date of determination, as reported by the New York Stock Exchange or The NASDAQ Stock Market, as applicable;

(ii) if the Common Stock is not listed on the New York Stock Exchange or The NASDAQ Stock Market on such date, the average closing sale price per share of the Common Stock (or if no closing sale price is reported, the average of the high bid and low asked prices or, if more than one in either case, the average of the average high bid and low asked prices) for the ten (10) consecutive trading days immediately prior to such date of determination, as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is traded;

(iii) if the Common Stock is not listed on a U.S. national or regional securities exchange, the average last quoted sale price for the Common Stock (or, if no sale price is reported, the average of the high bid and low asked price for such date) for the ten (10) consecutive trading days immediately prior to such date of determination, in the over-the-counter market as reported by OTC Markets Group Inc. or other similar organization; or

(iv) in all other cases, as determined in good faith by the Board of Directors.

The Closing Sale Price shall be determined without reference to early hours, after hours or extended market trading.

The Current Sale Price shall be appropriately adjusted by the Company in good faith if the "ex date" (as hereinafter defined) for any event (other than the issuance or distribution requiring such computation) occurs during the ten consecutive trading days immediately prior to the day as of which the Current Sale Price is being determined.

For these purposes the term "ex date", when used:

(i) with respect to any issuance or distribution, means the first date on which the Common Stock trades regular way on the relevant exchange or in the relevant market from which the sale price or bid and ask prices, as applicable, were obtained without the right to receive such issuance or distribution;

(ii) with respect to any subdivision or combination of shares of Common Stock, means the first date on which the Common Stock trades regular way on such exchange or in such market after the time at which such subdivision or combination becomes effective; and

(iii) with respect to any tender or exchange offer, means the first date on which the Common Stock trades regular way on such exchange or in such market after the expiration time of such offer.

Whenever such adjustments shall be made to the Current Sale Price as may be necessary or appropriate to effectuate the intent of this Warrant Agreement and to avoid unjust or inequitable results as determined in good faith by the Board of Directors.

(i) "Common Stock" has the meaning set forth in the Recitals, and shall include any successor security as a result of any recapitalization, reorganization, reclassification or similar transaction involving the Company.

(j) "Computershare" has the meaning set forth in the preamble.

(k) "Date of Issuance" has the meaning set forth in Section 3.1(a) hereof.

(l) "Depositary" has the meaning set forth in Section 3.1(c) hereof.

(m) "Direct Registration Warrants" has the meaning set forth in Section 3.1(c) hereof.

(n) "Effective Date" has the meaning set forth in the Recitals.

(o) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(p) "Exercise Date" means any date, on or prior to the expiration of the Exercise Period, on which the Registered Holder exercises the right to purchase the Warrant Exercise Shares, in whole or in part, pursuant to and in accordance with the terms and conditions described herein.

(q) "Exercise Form" has the meaning set forth in Section 4.3(b) hereof.

(r) "Exercise Price" has the meaning set forth in Section 4.1 hereof.

(s) "Exercise Period" has the meaning set forth in Section 4.2 hereof.

(t) "Fully Diluted" means all Common Stock outstanding as of the applicable measurement date together with all Common Stock then issuable upon (i) the conversion of convertible securities of the Company at the then applicable conversion rate, and (ii) the exercise of any options or warrants then exercisable for Common Stock; provided that, for purposes of clauses (i) and (ii), all conditions to the convertibility and/or exercisability of convertible securities, options and warrants of the Company, shall be deemed to have been satisfied.

(u) "Global Warrant Certificates" has the meaning set forth in Section 3.1(c) hereof.

(v) "Governmental Authority" means any (i) government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal) or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, in each case, whether federal, state, local, municipal, foreign, supranational or of any other jurisdiction.

(w) "Holder" has the meaning set forth in Section 4.1 hereof.

(x) "Law" means all laws, statutes, rules, regulations, codes, injunctions, decrees, orders, ordinances, registration requirements, disclosure requirements and other pronouncements having the effect of law of the United States, the Republic of the Marshall Islands, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority.

(y) "Organic Change" means any recapitalization, reorganization, reclassification, consolidation, merger, sale of a majority of the Company's assets or other transaction, in each case which is effected in such a way that the holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) cash, stock, securities or other assets or property with respect to or in exchange for Common Stock, other than a transaction which triggers an adjustment pursuant to Sections 5.1(a), (b) or (c).

(z) "Person" means any individual, firm, corporation, partnership, limited partnership, limited liability company, association, indenture trustee, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, or any other entity (as such term is defined in the Bankruptcy Code).

(aa) "Plan of Reorganization" has the meaning set forth in the Recitals.

(bb) "Pro Rata Repurchase Offer" means any offer to purchase shares of Common Stock by the Company or any Affiliate thereof pursuant to (i) any tender offer or exchange offer subject to Section 13(e) or 14(e) of the Exchange Act or Regulation 14E promulgated thereunder or (ii) any other offer available to substantially all holders of Common Stock to purchase or exchange their shares of Common Stock, in the case of both (i) or (ii), whether for cash, shares of capital stock of the Company, other securities of the Company, evidences of indebtedness of the Company or any other Person, or any other property (including, without limitation, shares of capital stock, other securities or evidences of indebtedness of a Subsidiary), or any combination thereof, effected while the Warrants are outstanding. The "effective date" of a Pro Rata Repurchase Offer shall mean the date of acceptance of shares for purchase or exchange by the Company under any tender or exchange offer which is a Pro Rata Repurchase Offer or the date of purchase with respect to any Pro Rata Repurchase Offer that is not a tender or exchange offer.

(cc) "Registered Holder" has the meaning set forth in Section 3.4(d) hereof.

(dd) "Requisite Holders" means Registered Holders of Warrants exercisable for a majority of the Common Stock issuable upon exercise of all Warrants then outstanding.

(ee) "SEC" means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act or the Exchange Act.

(ff) "Securities Act" means the Securities Act of 1933, as amended.

(gg) "Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company or other business entity (other than a corporation), a majority of the partnership, limited liability company or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company or other business entity gains or losses or shall be or control the general partner, the managing member or entity performing similar functions of such partnership, limited liability company or other business entity.

(hh) "Third Party Cash Sale" means in any such case with a purchaser that is not an Affiliate of the Company: (i) any merger, consolidation, or other similar transaction or series of transactions to which the Company is a party and pursuant to which the Company is not the surviving Person in such transaction and the consideration received by the Company's shareholders (directly or indirectly) consists solely of cash or (ii) the sale or other disposition of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole and the consideration received by the Company's shareholders (directly or indirectly) consists solely of cash.

(ii) "Third Party Sale Closing" has the meaning set forth in Section 5.1(e) hereof.

(jj) "Third Party Sale Price" means, with respect to any Third Party Cash Sale, the quotient of (x) the aggregate cash consideration received by the shareholders (directly or indirectly) in connection with the applicable Third Party Cash Sale, divided by (y) the number of Fully Diluted Shares of Common Stock outstanding immediately before the Third Party Sale Closing.

(kk) "Warrant Agent" has the meaning set forth in the preamble and shall include any successor to the Warrant Agent pursuant to Section 8.1 hereof.

(ll) "Warrant Certificate" has the meaning set forth in Section 3.1(c) hereof.

(mm) "Warrant Exercise Shares" means the shares of Common Stock issued upon the applicable exercise of a Warrant.

(nn) "Warrant Register" has the meaning set forth in Section 3.4(c) hereof.

(oo) "Warrant Restrictions" has the meaning set forth in Section 3.1(c) hereof.

(pp) "Warrant Statements" has the meaning set forth in Section 3.1(c) hereof.

(qq) "Warrants" has the meaning set forth in the Recitals.

Section 1.2 Rules of ConstructionSection 1.3 .

(a) The singular form of any word used herein, including the terms defined in Section 1.1 hereof, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders.

(b) Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivision of this Agreement as originally executed. The words "hereof," "herein," "hereunder" and words of similar import refer to this Agreement as a whole.

(c) References to "$" are to dollars in lawful currency of the United States of America.

(d) The Exhibits attached hereto are an integral part of this Agreement.

ARTICLE II

APPOINTMENT OF WARRANT AGENT

Section 2.1 Appointment. The Company hereby appoints the Warrant Agent to act as agent for the Company for the Warrants in accordance with the express terms and subject to the conditions set forth in this Agreement (and no implied terms or conditions), and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the express terms and conditions set forth in this Agreement.

ARTICLE III

WARRANTS

Section 3.1 Issuance of Warrants.

(a) On the terms and subject to the conditions of this Agreement and in accordance with the terms of the Plan of Reorganization, on or as soon as practicable after the Effective Date (such date, the "Date of Issuance"), the Company will issue and distribute the Warrants.

(b) The maximum number of shares of Common Stock issuable pursuant to exercise of the Warrants shall be 3,040,540 shares, as such amount may be adjusted from time to time pursuant to this Agreement.

(c) Unless otherwise provided in this Agreement, the Warrants (such Warrants being referred to as "Book-Entry Warrants") shall be issued through the book-entry facilities of The Depository Trust Company, as depositary (the "Depositary"), in the form of one or more global warrant certificates ("Global Warrant Certificates"), duly executed on behalf of the Company and countersigned, either by manual or facsimile signature, by the Warrant Agent, in the manner set forth in Section 3.2(b) below, which the Company shall deliver, or cause to be delivered to the Depositary, on or promptly after the Effective Date. Notwithstanding the foregoing, any Warrants which are not issuable through the mandatory reorganization function of the Depositary shall either be (x) represented by certificates (including the Global Warrant Certificates, "Warrant Certificates"; and any Warrant represented by a Warrant Certificate, other than a Global Warrant Certificate, being referred to as a "Certificated Warrant") or (y) issued by electronic entry registration on the books of the Warrant Agent ("Direct Registration Warrants") and shall be reflected on statements issued by the Warrant Agent from time to time to the holders thereof (the "Warrant Statements"); provided that any Certificated Warrants or Direct Registration Warrants that are not subject to any restriction on transfer or exercise, or are not subject to any vesting requirements (such restrictions or requirements, "Warrant Restrictions"), may be exchanged at any time for a corresponding number of Book-Entry Warrants, in accordance with Section 6.1(c) and the applicable procedures of the Depositary and the Warrant Agent.

(d) The Company shall provide an opinion of counsel concurrent with the execution of this Agreement by the parties. The opinion shall state that all warrants or Common Stock, as applicable, are: (1) *either,* registered under the Securities Act of 1933, as amended, or are exempt from such registration, and all appropriate state securities law filings have been made with respect to the warrants or shares; and (2) validly issued, fully paid and non-assessable.

Section 3.2 Form of Warrant.

(a) Subject to Section 6.1 of this Agreement, the Global Warrant Certificates, with the forms of election to exercise and of assignment printed on the reverse thereof, shall be in substantially the form set forth in Exhibit A-1 attached hereto. The Warrant Certificates, with the forms of election to exercise and of assignment printed on the reverse thereof, shall be in substantially the form set forth in Exhibit A-2 attached hereto. The Warrant Certificates may bear such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement, and may have such letters, numbers or other marks of identification or designation and such legends, summaries, or endorsements placed thereon as may be required by the Depositary (including as provided in Section 3.2(b)) or to comply with any Law or with any rules or regulations made pursuant thereto or with any rules of any securities exchange or as may, consistently herewith, or, be determined by the Chief Executive Officer or Chief Financial Officer of the Company (each, an "Appropriate Officer") executing such Warrant Certificates, as evidenced by their execution of the Warrant Certificates, provided any such insertions, omissions, substitutions or variations shall be reasonably acceptable to the Warrant Agent; and provided further, in each case, that they do not affect the rights, duties, obligations, responsibilities, liabilities or indemnities of the Warrant Agent.

(b) The Global Warrant Certificates shall bear a legend substantially in the form indicated therefor on Exhibit A-1. The Global Warrant Certificates shall be deposited on or after the Date of Issuance with the Warrant Agent and registered in the name of Cede & Co., as the nominee of the Depositary. Each Global Warrant Certificate shall represent such number of the outstanding Warrants as specified therein, and each shall provide that it shall represent the aggregate amount of outstanding Warrants from time to time endorsed thereon and that the aggregate amount of outstanding Warrants represented thereby may from time to time be reduced or increased, as appropriate, in accordance with the terms of this Agreement.

Section 3.3 Execution of Warrant Certificates.

(a) The Warrant Certificates shall be signed on behalf of the Company by an Appropriate Officer. Each such signature upon the Warrant Certificates may be in the form of a facsimile signature of any such Appropriate Officer and may be imprinted or otherwise reproduced on the Warrant Certificates and for that purpose the Company may adopt and use the facsimile signature of any Appropriate Officer.

(b) If any Appropriate Officer who shall have signed any of the Warrant Certificates shall cease to be such Appropriate Officer before the Warrant Certificates so signed shall have been countersigned, either by manual or facsimile signature, by the Warrant Agent or delivered or disposed of by or on behalf of the Company, such Warrant Certificates nevertheless may be countersigned and delivered or disposed of with the same force and effect as though such Appropriate Officer had not ceased to be such Appropriate Officer of the Company; and any Warrant Certificate may be signed on behalf of the Company by any person who, at the actual date of the execution of such Warrant Certificate, shall be a proper Appropriate Officer of the Company to sign such Warrant Certificate, although at the date of the execution of this Agreement any such person was not such Appropriate Officer.

(c) A Warrant Certificate shall be, and shall remain, subject to the provisions of this Agreement until such time as all of the Warrants evidenced thereby shall have been duly exercised or shall have expired or been canceled in accordance with the terms hereof.

Section 3.4 Registration and Countersignature.

(a) Upon receipt of a written order of the Company signed by an Appropriate Officer instructing the Warrant Agent to do so, the Warrant Agent (i) shall upon receipt of Warrant Certificates, including the Global Warrant Certificates, duly executed on behalf of the Company, countersign, either by manual or facsimile signature, such Warrant Certificates evidencing Warrants, and record such Warrant Certificates, including the Registered Holders thereof, in the Warrant Register, and (ii) shall register in the Warrant Register any Direct Registration Warrants in the names of the initial Registered Holders thereof. Such written order of the Company shall specifically state the number of Warrants that are to be issued as Certificated Warrants or Direct Registration Warrants and the name of the Registered Holders thereof, and the number of Warrants that are to be issued as Book-Entry Warrants, and the Warrant Agent may rely conclusively on such written order. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Company shall not instruct the Warrant Agent to register any Direct Registration Warrants unless and until the Warrant Agent shall notify the Company in writing that it has the capabilities to accommodate Direct Registration Warrants.

(b) No Warrant Certificate shall be valid for any purpose, and no Warrant evidenced thereby shall be exercisable, until such Warrant Certificate has been countersigned by the manual or facsimile signature of the Warrant Agent. Such signature by the Warrant Agent upon any Warrant Certificate executed by the Company shall be conclusive evidence that such Warrant Certificate so countersigned has been duly issued hereunder.

(c) The Warrant Agent shall keep or cause to be kept, at an office designated for such purpose, books (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, it shall register the Certificated Warrants or Direct Registration Warrants, and the Warrants represented by Global Warrant Certificates, and exchanges, cancellations and transfers of outstanding Warrants in accordance with the procedures set forth in Section 6.1 of this Agreement, all in a form satisfactory to the Company and the Warrant Agent. No service charge shall be made for any exchange or registration of transfer of the Warrants, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed on any Registered Holder in connection with any such exchange or registration of transfer. The Warrant Agent shall have no obligation to effect an exchange or register a transfer unless and until it is satisfied that any payments required by the immediately preceding sentence have been made.

(d) Prior to due presentment for registration of transfer or exchange of any Warrants in accordance with the procedures set forth in this Agreement, the Company and the Warrant Agent may deem and treat the person in whose name such Warrants are registered upon the Warrant Register (the "Registered Holder" of such Warrants) as the absolute owner of such Warrants, for all purposes including, without limitation, for the purpose of any exercise thereof, any distribution to the holder thereof and for all other purposes, and neither the Warrant Agent nor the Company shall be affected by notice to the contrary. Neither the Company nor the Warrant Agent will be liable or responsible for any registration or transfer of any Warrants that are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary.

ARTICLE IV

TERMS AND EXERCISE OF WARRANTS

Section 4.1 Exercise Price. Each Warrant shall entitle (i) in the case of the Certificated Warrants or Direct Registration Warrants, the Registered Holder thereof and (ii) in the case of Book-Entry Warrants, the Beneficial Holder thereof ((i) and (ii) collectively, the "Holder"), subject to the provisions of the Warrants and this Agreement, the right to purchase from the Company one share of Common Stock (subject to adjustment from time to time as provided in Article V hereof), at the price of $27.82 per share (subject to adjustment from time to time as provided in Article V, the "Exercise Price").

Section 4.2 Exercise Period. Warrants may be exercised by the Holder thereof, in whole or in part (but not as to a fractional share of Common Stock), at any time and from time to time after the Date of Issuance and prior to 5:00 P.M., New York time on the seventh (7th) anniversary of the Effective Date (the "Exercise Period"). To the extent that a Warrant or portion thereof is not exercised prior to the expiration of the Exercise Period, it shall be automatically cancelled with no action by any Person, and with no further rights thereunder, upon such expiration.

Section 4.3 Method of Exercise.

(a) In connection with the exercise of any Warrant, the Exercise Price shall be paid as provided in this Section 4.3(a). In connection with the exercise of any Warrants, the Holder of such Warrants shall exchange the Common Stock purchase rights represented thereby by surrendering such Warrant (or portion thereof) to the Warrant Agent for the number of Warrant Exercise Shares being exercised, up to the aggregate number of Warrant Exercise Shares for which the Warrants are exercisable, from which the Company shall withhold and not issue to such Holder, in payment of the Exercise Price thereof, a number of such Warrant Exercise Shares equal to (x) the number of Warrant Exercise Shares for which the Warrants are being exercised, multiplied by (y) the Exercise Price, and divided by (z) the Current Sale Price on the Exercise Date (and such withheld shares shall no longer be issuable under such Warrants, and the Holder shall not have any rights or be entitled to any payment with respect to such withheld shares). Upon exercise of any Warrants, the Warrant Agent will promptly deliver written notice to the Company to confirm the number of shares of Common Stock issuable in connection with the cashless exercise. The Company shall calculate and transmit to the Warrant Agent in a written notice, and the Warrant Agent shall have no duty, responsibility or obligation to calculate, the number of shares of Common Stock issuable in connection with any cashless exercise. The Warrant Agent shall be entitled to rely conclusively on any such written notice provided by the Company, and the Warrant Agent shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with such written instructions or pursuant to this Agreement. Such written notice from the Company shall also set forth the cost basis for such shares of Common Stock issued pursuant to such cashless exercise.

(b) Subject to the terms and conditions of the Warrants and this Agreement, the Holder of any Warrants may exercise, in whole or in part, such Holder's right to purchase the Warrant Exercise Shares issuable upon exercise of such Warrants by: (x) in the case of Certificated Warrants, properly completing and duly executing the exercise form for the election to exercise such Warrants (including the exercise forms referred to in clauses (y) and (z) below, an "Exercise Form") appearing on the reverse side of the Warrant Certificates, (y) in the case of Direct Registration Warrants, providing an Exercise Form substantially in the form of Exhibit B hereto, properly completed and duly executed by the Registered Holder thereof, to the Warrant Agent, and (z) in the case of Book-Entry Warrants, providing an Exercise Form substantially in the form of Exhibit C hereto or otherwise complying with the practices and procedures of the Depositary and its direct and indirect participants, as applicable.

(c) Any exercise of Warrants pursuant to the terms of this Agreement shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with the terms of the Warrants and this Agreement.

(d) In the case of Certificated Warrants, upon receipt of the Warrant Certificate with the properly completed and duly executed Exercise Form, or in the case of Direct Registration Warrants, upon receipt of an Exercise Form, in each case pursuant to Section 4.3(b), the Warrant Agent shall:

(i) examine the Exercise Form and all other documents delivered to it by or on behalf of Holders as contemplated hereunder to ascertain whether or not, on their face, such Exercise Form and any such other documents have been executed and completed in accordance with their terms and the terms hereof;

(ii) if an Exercise Form or other document appears, on its face, to have been improperly completed or executed or some other irregularity in connection with the exercise of the Warrants exists, endeavor to inform the appropriate parties (including the person submitting such instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled;

(iii) inform the Company of and cooperate with and assist the Company in resolving any reconciliation problems between the information provided on any Exercise Form received and the information on the Warrant Register;

(iv) advise the Company no later than three (3) Business Days after receipt of an Exercise Form, of (A) the receipt of such Exercise Form and the number of Warrant Exercise Shares in respect of which the Warrants are requested to be exercised in accordance with the terms and conditions of this Agreement, (B) the instructions with respect to delivery of the Common Stock deliverable upon such exercise, subject to timely receipt of such information by the Warrant Agent, and (C) such other information as the Company shall reasonably request; and

(v) subject to Common Stock being made available to the Warrant Agent by or on behalf of the Company, and written instructions from the Company, liaise with the transfer agent for the Common Stock for the issuance and registration (in electronic entry form, in the case of Direct Registration Warrants) of the number of shares of Common Stock issuable upon exercise of the Warrants in accordance with the Exercise Form.

The Company reserves the right reasonably to reject any and all Exercise Forms that it determines, in its sole discretion, are not in proper form or for which any corresponding agreement by the Company to exchange would, in the opinion of the Company, be unlawful. Any such determination by the Company shall be final and binding on the Holders of the Warrants, absent manifest error. Moreover, the Company reserves the absolute right to waive any of the conditions to any particular exercise of Warrants or any defects in the Exercise Form(s) with regard to any particular exercise of Warrants. The Company shall provide prompt written notice to the Warrant Agent of any such rejection or waiver.

(e) In the case of Book-Entry Warrants, the Company and the Warrant Agent shall cooperate with the Depositary and its direct and indirect participants in order to effectuate the exercise of such Warrants, in accordance with the applicable practices and procedures of the Depositary and such participants, including the manner of delivery of notice of exercise by the Beneficial Holders thereof, which may be substantially in the form of Exhibit C or in such other form as shall be prescribed by such participants, as applicable.

(f) Neither the Company nor the Warrant Agent shall be under any duty to give notice to the Holders of the Warrants of any irregularities in any exercise of Warrants, nor shall it incur any liability for the failure to give such notice.

(g) All funds received by Computershare under this Agreement that are to be distributed or applied by Computershare in the performance of services (the "Funds") shall be held by Computershare as agent for the Company and deposited in one or more bank accounts to be maintained by Computershare in its name as agent for the Company. Until paid pursuant to the terms of this Agreement, Computershare will hold the Funds through such accounts in: deposit accounts of commercial banks with Tier 1 capital exceeding $1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). Computershare shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by Computershare in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. Computershare may from time to time receive interest, dividends or other earnings in connection with such deposits. Computershare shall not be obligated to pay such interest, dividends or earnings to the Company, any holder or any other party.

Section 4.4 Issuance of Common Stock.

(a) Upon the effectiveness of any exercise of any Warrants pursuant to Section 4.3, the Company shall, subject to Section 4.6, promptly at its expense, and in no event later than five (5) Business Days thereafter, cause to be issued as directed by the Holder of such Warrants the total number of whole shares of Common Stock for which such Warrants are being exercised (as the same may be hereafter adjusted pursuant to Article V) in such denominations as are requested by the Holder as set forth below:

(i) in the case of the exercise of any Certificated Warrants or Direct Registration Warrants by the Registered Holder thereof, by electronic entry on the books of the Company's transfer agent, registered as directed by the Holder, and

(ii) in the case of the exercise of any Book-Entry Warrants by the Beneficial Holder thereof, by same-day or next-day credit to the Depositary in accordance with the practices and procedures of the Depositary and its respective participants, delivered to such account as directed by the Holder.

(b) Notwithstanding the five (5) Business Day period set forth in Section 4.4(a), the Warrant Exercise Shares shall be deemed to have been issued at the time at which all of the conditions to such exercise have been fulfilled, and the Holder, or other person to whom the Holder shall direct the issuance thereof, shall be deemed for all purposes to have become the holder of such Warrant Exercise Shares at such time.

Section 4.5 Reservation of Shares(a) . The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of issuance upon the exercise of the Warrants, a number of shares of Common Stock equal to the aggregate Warrant Exercise Shares issuable upon the exercise of all outstanding Warrants. The Company shall use commercially reasonable efforts to take all such actions as may be necessary to assure that all such shares of Common Stock may be so issued without violating the Company’s governing documents or any requirements of any national securities exchange upon which shares of Common Stock may be listed. The Company shall not take any action which would cause the number of authorized but unissued shares of Common Stock to be less than the number of such shares required to be reserved hereunder for issuance upon exercise of the Warrants.

Section 4.6 Fractional Shares. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to issue any fraction of a share of its capital stock in connection with the exercise of any Warrants, and in any case where a Registered Holder of Warrants would, except for the provisions of this Section 4.6, be entitled under the terms thereof to receive a fraction of a share upon the exercise of such Warrants, the Company shall, upon the exercise of such Warrants, issue or cause to be issued only the largest whole number of Warrant Exercise Shares issuable upon such exercise (and such fraction of a share will be disregarded, and the Holder shall not have any rights or be entitled to any payment with respect to such fraction of a share); provided that the number of whole Warrant Exercise Shares which shall be issuable upon the contemporaneous exercise of any Warrants shall be computed on the basis of the aggregate number of Warrant Exercise Shares issuable upon exercise of all such Warrants.

Section 4.7 Close of Books; Par Value. The Company shall not close its books against the transfer of any Warrants or any Warrant Exercise Shares in any manner which interferes with the timely exercise of such Warrants. The Company shall use commercially reasonable efforts to, from time to time, take all such action as may be necessary to assure that the par value per share of the unissued shares of Common Stock acquirable upon exercise of the Warrants is at all times equal to or less than the Exercise Price then in effect.

Section 4.8 Payment of TaxesSection 4.9 . In connection with the exercise of any Warrants, the Company shall not be required to pay any tax or other charge imposed in respect of any transfer involved in the Company's issuance and delivery of shares of Common Stock (including certificates therefor) (or any payment of cash or other property in lieu of such shares) to any recipient other than the Holder of the Warrants being exercised, and in case of any such tax or other charge, the Warrant Agent and the Company shall not be required to issue or deliver any such shares (or cash or other property in lieu of such shares) until (x) such tax or charge has been paid or an amount sufficient for the payment thereof has been delivered to the Warrant Agent or the Company or (y) it has been established to the Company's and the Warrant Agent's satisfaction that any such tax or other charge that is or may become due has been paid. For the avoidance of doubt, the Warrant Agent shall not have any duty or obligation to take any action under any section of this Agreement that requires the payment of taxes or charges, unless and until the Warrant Agent is satisfied that all such taxes and/or charges have been paid.

ARTICLE V

ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT EXERCISE SHARES

In order to prevent dilution of the rights granted under the Warrants, the Exercise Price shall be subject to adjustment from time to time as provided in this Article V, and the number of shares of Common Stock issuable upon exercise of each Warrant shall be subject to adjustment from time to time as provided in this Article V.

Section 5.1 Adjustments.

(a) Subdivision or Combination of Common Stock. If the Company at any time after the issuance of the Warrants but prior to the expiration of the Exercise Period subdivides (by any stock split, stock dividend or reclassification) the Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced, and the number of Warrant Exercise Shares issuable upon exercise of each Warrant shall be proportionately increased. If the Company at any time prior to the expiration of the Exercise Period combines (by reverse stock split or reclassification) the Common Stock into a smaller number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately increased, and the number of Warrant Exercise Shares issuable upon exercise of each Warrant shall be proportionately decreased. Any adjustment under this Section 5.1(a) shall become effective immediately upon the effectiveness of such subdivision or combination.

(b) Distributions. If the Company at any time after the issuance of the Warrants but prior to the expiration of the Exercise Period fixes a record date for the making of a distribution to all holders of shares of the Common Stock of securities, evidences of indebtedness, assets, cash, rights or warrants (excluding dividends or distributions referred to in Section 5.1(a)), then, in each such case, the Exercise Price in effect prior to such record date shall be adjusted thereafter to the price determined by the following formula:

$$EP_1 = EP_0 \, x \, (CP_0 - FV)/CP_0$$

where

EP_1	=	the Exercise Price in effect immediately following the application of the adjustments in this Section 5.1(b);
EP_0	=	the Exercise Price in effect immediately prior to the application of the adjustments in this Section 5.1(b);
CP_0	=	the Current Sale Price of the Common Stock on the last trading day preceding the first date on which the Common Stock trades regular way without the right to receive such distribution; and
FV	=	the amount of cash and/or the fair market value of the securities, evidences of indebtedness, assets, rights or warrants to be so distributed in respect of one share of Common Stock, as determined by the Board of Directors, acting in good faith.

Such adjustment shall be made successively whenever such a record date is fixed (an "Adjustment Event"). The Company will provide reasonable notice to the Warrant Agent in advance of an Adjustment Event. In such Adjustment Event, the number of Warrant Exercise Shares issuable upon the exercise of each Warrant shall be increased to the number obtained by dividing (x) the product of (1) the number of Warrant Exercise Shares issuable upon the exercise of each Warrant before such adjustment, and (2) the Exercise Price in effect immediately prior to the adjustment by (y) the new Exercise Price immediately following such adjustment.

In the event that such distribution is not so made, the Exercise Price and the number of Warrant Exercise Shares issuable upon exercise of the Warrants then in effect shall be readjusted, effective as of the date when the Board of Directors determines not to distribute such shares, evidences of indebtedness, assets, rights, cash or warrants, as the case may be, to the Exercise Price that would then be in effect and the number of Warrant Exercise Shares that would then be issuable upon exercise of the Warrants if such record date had not been fixed.

The Warrant Agent shall have no obligation under this Agreement to determine whether an Adjustment Event has occurred or to calculate any of the adjustments set forth herein.

(c) Pro Rata Repurchase Offer of Common Stock. If at any time after the issuance of the Warrants but prior to the expiration of the Exercise Period the Company consummates a Pro Rata Repurchase Offer of Common Stock, then the Exercise Price shall be reduced to the price determined by the following formula:

$$EP_1 = EP_0 \times \frac{(OS_0 \times CP_0) - AP}{(OS_0 - SP) \times CP_0}$$

where

EP^1	=	the Exercise Price in effect immediately following the application of the adjustments in this Section 5.1(c) (but in no event greater than EP0);
EP_0	=	the Exercise Price in effect immediately prior to the application of the adjustments in this Section 5.1(c);
OS_0	=	the number of Fully Diluted shares of Common Stock outstanding immediately before consummation of such Pro Rata Repurchase Offer;
CP_0	=	the Current Sale Price of a share of Common Stock on the trading day immediately preceding the first public announcement by the Company or any of its Affiliates of the intent to effect such Pro Rata Repurchase Offer;
AP	=	the aggregate purchase price (including the fair market value, as determined in good faith by the Board of Directors, of any non-cash consideration included therein) paid for the shares of Common Stock in the Pro Rata Repurchase Offer; and
SP	=	the number of shares of Common Stock so repurchased in the Pro Rata Repurchase Offer.

In such event, the Warrant Exercise Shares issuable upon the exercise of each Warrant shall be increased to the number obtained by dividing (x) the product of (1) the Warrant Exercise Shares issuable upon the exercise of each Warrant before such adjustment, and (2) the Exercise Price in effect immediately prior to the adjustment by (y) the new Exercise Price immediately following such adjustment. For the avoidance of doubt, no increase to the Exercise Price or decrease in the Warrant Exercise Shares issuable upon exercise of the Warrants shall be made pursuant to this Section 5.1(c).

In the event of any adjustments made pursuant to this Section 5.1, The Company shall calculate and transmit to the Warrant Agent, and the Warrant Agent shall have no obligation under this Agreement to calculate, the applicable cashless exercise ratio. The number of shares of Common Stock to be issued on such exercise will be determined by the company (with written notice thereof to the Warrant Agent) using the formulae set forth in this Section 5.1. The Warrant Agent shall have no duty or obligation to investigate or confirm whether the Company's determination of the number of shares of Common Stock to be issued on such exercise, pursuant to this Section 5.1, is accurate or correct.

(d) Reorganization, Reclassification, Consolidation, Merger or Sale. In connection with any Organic Change prior to the expiration of the Exercise Period, the Company shall make appropriate provision to ensure that the Holders of the Warrants shall have the right to acquire and receive, upon exercise of such Warrants, such cash, stock, securities or other assets or property as would have been issued or payable in such Organic Change (if the holder had exercised such Warrant immediately prior to such Organic Change) with respect to or in exchange, as applicable, for the number of Warrant Exercise Shares that would have been issued upon exercise of such Warrants, if such Warrants had been exercised immediately prior to the occurrence of such Organic Change.

(e) Third Party Cash Sale. Notwithstanding Section 5.1(d) or anything contained in this Agreement, in the event of any Third Party Cash Sale, the Company shall pay (or cause to be paid) to the Holders, with respect to each unexercised Warrant outstanding immediately prior to the consummation of such Third Party Cash Sale (the "Third Party Sale Closing"), cash in an amount equal to the excess, if any, of the Third Party Sale Price over the Exercise Price; provided, however, that no Holder shall be entitled to any payment hereunder with respect to any portion of the Third Party Sale Price that is contingent, deferred or escrowed unless and until such amounts are actually paid to the holders of Common Stock or to the Company or its Subsidiaries, as applicable. Upon the occurrence of a Third Party Sale Closing, all unexercised Warrants outstanding immediately prior to the Third Party Sale Closing shall automatically be terminated and cancelled and the Company shall thereupon cease to have any further obligations or liability with respect to the Warrants, except as required by this Section 5.1(e). For the avoidance of doubt, the Holders shall not be entitled to any payment or consideration with respect to any Third Party Cash Sale with respect to which the Third Party Sale Price is equal to or less than the Exercise Price.

Section 5.2 Notices. Whenever the number and/or kind of Warrant Exercise Shares or the Exercise Price is adjusted as herein provided, the Company shall (i) prepare and deliver, or cause to be prepared and delivered, forthwith to the Warrant Agent a written statement setting forth the adjusted number and/or kind of shares issuable upon the exercise of Warrants and the Exercise Price of such shares after such adjustment, the facts requiring such adjustment and the computation by which adjustment was made, and (ii) cause the Warrant Agent to give written notice to each Registered Holder in the manner provided in Section 9.2 below, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event. The Warrant Agent shall be fully protected in relying upon any such written notice delivered in accordance with this Section 5.2, and on any adjustment therein contained, and shall not be deemed to have knowledge of any such adjustment unless and until it shall have received such written notice. Notwithstanding anything to the contrary contained herein, the Warrant Agent shall have no duty or obligation to investigate or confirm whether the information contained in any such written notice complies with the terms of this Agreement or any other document, including the Warrant Certificates. The Warrant Agent shall have no duty to determine when an adjustment under this Article V should be made, how any such adjustment should be calculated, or the amount of any such adjustment.

Section 5.3 Form of Warrant After Adjustments. The form of the Warrant Certificate need not be changed because of any adjustments in the Exercise Price or the number and/or kind of shares issuable upon exercise of the Warrants, and Warrant Certificates theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated therein, as initially issued. The Company, however, may at any time in its sole discretion make any change in the form of Warrant Certificate that it may deem appropriate to give effect to such adjustments and that does not affect the substance of the Warrant Certificate (including the rights, duties, liabilities or obligations of the Warrant Agent), and any Warrant Certificate thereafter issued, whether in exchange or substitution for an outstanding Warrant Certificate, may be in the form so changed.

Section 5.4 Deferral or Exclusion of Certain Adjustments No adjustment to the Exercise Price or the number of Warrant Exercise Shares shall be required hereunder unless such adjustment together with other adjustments carried forward as provided below, would result in an increase or decrease of at least one percent (1%) of the applicable Exercise Price or the number of Warrant Exercise Shares; provided that any adjustments which by reason of this Section 5.4 are not required to be made shall be carried forward and taken into account in any subsequent adjustment. No adjustment need be made for a change in the par value of the shares of Common Stock. All calculations under this Section shall be made to the nearest one one-thousandth (1/1,000) of one cent ($0.01) or to the nearest one one-thousandth (1/1,000) of a share, as the case may be.

ARTICLE VI

TRANSFER AND EXCHANGE OF WARRANTS

Section 6.1 Registration of Transfers and Exchanges.

(a) *Transfer and Exchange of Book-Entry Warrants*. The Transfer (as defined below) and exchange of Book-Entry Warrants shall be effected through the Depositary and its direct and indirect participants, in accordance with the practices and procedures therefor of the Depositary and such participants. As used herein, "Transfer" means any transfer, sale, assignment or other disposition.

(b) *Exchange of Book-Entry Warrants for Certificated Warrants or Direct Registration Warrants*. If at any time:

(i) the Depositary for the Global Warrant Certificates notifies the Company that the Depositary is unwilling or unable to continue as Depositary for the Global Warrant Certificates and a successor Depositary for the Global Warrant Certificates is not appointed by the Company within 90 days after delivery of such notice; or

(ii) the Company, in its sole discretion, notifies the Warrant Agent in writing that it elects to exclusively cause the issuance of Certificated Warrants or Direct Registration Warrants under this Agreement, then upon written instructions signed by an Appropriate Officer of the Company, the Warrant Agent shall register and issue Certificated Warrants, or shall register Direct Registration Warrants, in an aggregate number equal to the number of Book-Entry Warrants represented by the Global Warrant Certificates, in accordance with such written instructions. Such written instructions provided by the Company shall state that the Certificated Warrants or Direct Registration Warrants issued in exchange for Book-Entry Warrants pursuant to this Section 6.1(a) shall be registered in such names and in such amounts as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent.

(c) *Transfer and Exchange of Certificated Warrants or Direct Registration Warrants*. When Certificated Warrants or Direct Registration Warrants are presented to the Warrant Agent with a written request:

(i) to register the Transfer of such Certificated Warrants or Direct Registration Warrants; or

(ii) to exchange such Certificated Warrants or Direct Registration Warrants for an equal number of Certificated Warrants or Direct Registration Warrants, respectively, of other authorized denominations,

the Warrant Agent shall register the Transfer or make the exchange, and in the case of Certificated Warrants shall issue such new Warrant Certificates, as requested if its customary requirements for such transactions are met, provided, that (A) the Warrant Agent shall have received (x) a written instruction of Transfer in form satisfactory to the Warrant Agent, duly executed by the Registered Holder thereof or by his attorney, duly authorized in writing, (y) a written order of the Company signed by an Appropriate Officer authorizing such exchange and (z) in the case of Certificated Warrants, surrender of the Warrant Certificate or Certificate(s) representing same duly endorsed for Transfer or exchange.

(d) *Exchange of Certificated Warrants or Direct Registration Warrants for Book-Entry Warrants*. Certificated Warrants or Direct Registration Warrants that are not subject to any Warrant Restrictions or subject to the restrictions set forth in Section 6.4, may be exchanged for Book-Entry Warrants upon satisfaction of the requirements set forth below. Upon receipt by the Warrant Agent of appropriate written instruments of transfer with respect to such Certificated Warrants or Direct Registration Warrants, in form satisfactory to the Warrant Agent, and in the case of Certificated Warrants, surrender of the Warrant Certificate or Certificate(s) representing same duly endorsed for Transfer or exchange, together with written instructions directing the Warrant Agent to make, or to direct the Depositary to make, an endorsement on the Global Warrant Certificate to reflect an increase in the number of Warrants represented by the Global Warrant Certificate equal to the number of Warrants represented by such Certificated Warrants or Direct Registration Warrants, then the Warrant Agent shall cancel such Certificated Warrants or Direct Registration Warrants on the Warrant Register and cause, or direct the Depositary to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Warrant Agent, the number of Book-Entry Warrants represented by the Global Warrant Certificate to be increased accordingly. If no Global Warrant Certificates are then outstanding, or if the Global Warrant Certificates then outstanding cannot be used for such purposes, the Company shall issue and the Warrant Agent shall countersign, by either manual or facsimile signature, a new Global Warrant Certificate representing the appropriate number of Book-Entry Warrants. Any such transfer shall be subject to the Company's prior written approval.

(e) *Restrictions on Transfer and Exchange of Global Warrant Certificates*. Notwithstanding any other provisions of this Agreement (other than the provisions set forth in Section 6.1(f)), unless and until it is exchanged in whole for Certificated Warrants or Direct Registration Warrants, a Global Warrant Certificate may not be transferred as a whole except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(f) *Restrictions on Transfer*. No Warrants or Warrant Exercise Shares shall be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities Laws or the Company's articles of incorporation.

(g) *Exchange of Global Warrant Certificate*. A Global Warrant Certificate may be exchanged for another Global Warrant Certificate of like or similar tenor for purposes of complying with the practices and procedures of the Depositary.

(h) *Cancellation of Global Warrant Certificate*. At such time as all beneficial interests in a Global Warrant Certificates have either been exchanged for Certificated Warrants or Direct Registration Warrants, redeemed, repurchased or cancelled, the Global Warrant Certificate shall be returned to, or retained and cancelled pursuant to applicable Law by, the Warrant Agent, upon written instructions from the Company satisfactory to the Warrant Agent.

Section 6.2 Obligations with Respect to Transfers and Exchanges of Warrants.

(a) All Certificated Warrants or Direct Registration Warrants issued upon any registration of transfer or exchange of Certificated Warrants or Direct Registration Warrants, respectively, shall be the valid obligations of the Company, entitled to the same benefits under this Agreement as the Certificated Warrants or Direct Registration Warrants surrendered upon such registration of Transfer or exchange. No service charge shall be made to a Registered Holder for any registration, transfer or exchange of any Certificated Warrants or Direct Registration Warrants, but the Company or the Warrant Agent may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed on the Registered Holder in connection with any such exchange or registration of transfer. The Warrant Agent shall forward any such sum collected by it to the Company or to such persons as the Company shall specify by written notice. The Warrant Agent shall have no obligation to effect an exchange or register a transfer unless and until it is satisfied that all such taxes and/or charges have been paid.

(b) So long as the Depositary, or its nominee, is the registered owner of a Global Warrant Certificate, the Depositary or such nominee, as the case may be, shall be considered by the Company, the Warrant Agent, and any agent of the Company or the Warrant Agent as the sole owner or holder of the Warrants represented by such Global Warrant Certificate for all purposes under this Agreement. Neither the Company nor the Warrant Agent, in its capacity as registrar for such Warrants, will have any responsibility or liability for any aspect of the records relating to beneficial interests in a Global Warrant Certificate or for maintaining, supervising or reviewing any records relating to such beneficial interests. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Warrant Agent, or any agent of the Company or the Warrant Agent from giving effect to any written certification, proxy, or other authorization furnished by the Depository or impair the operation of customary practices of the Depository governing the exercise of the rights of a holder of a beneficial interest in a Global Warrant Certificate.

(c) Subject to Sections 6.1 (c), and this Section 6.2, the Warrant Agent shall,

(ii) in the case of Certificated Warrants, upon receipt of all information required to be delivered hereunder, from time to time register the transfer of any outstanding Certificated Warrants in the Warrant Register, upon delivery by the Registered Holder thereof, at the Warrant Agent's office designated for such purpose, of the Warrant Certificate representing such Certificated Warrants, properly completed and duly endorsed for transfer, by the Registered Holder thereof or by the duly appointed legal representative thereof or by a duly authorized attorney, such endorsement to be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Warrant Agent; and upon any such registration of transfer, a new Warrant Certificate shall be issued to the transferee.

(ii) in the case of Direct Registration Warrants, upon receipt of all information required to be delivered hereunder, from time to time register the transfer of any outstanding Direct Registration Warrants in the Warrant Register, upon delivery by the Registered Holder thereof, at the Warrant Agent's office designated for such purpose, of a form of assignment substantially in the form of Exhibit D hereto, properly completed and duly executed by the Registered Holder thereof or by the duly appointed legal representative thereof or by a duly authorized attorney, such signature to be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Warrant Agent; and upon any such registration of transfer, new Direct Registration Warrants shall be issued to the transferee.

Section 6.3 Fractional Warrants The Warrant Agent shall not effect any registration of Transfer or exchange which will result in the issuance of a fraction of a Warrant.

Section 6.4 Restricted Warrants; Legends. Notwithstanding anything contained in this Agreement, the Company will cause any Warrants that are distributed or issued under the Plan of Reorganization to any Person that the Company, in its sole discretion, determines may be deemed an "underwriter" under section 1145(b) of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), to be issued as Certificated Warrants represented by Warrant Certificates bearing a legend in substantially the following form, or as Direct Registration Warrants with a notation to a similar effect on the Warrant Register:

THE WARRANTS REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OR OTHER APPLICABLE SECURITIES LAWS. THESE WARRANTS (AND THE SHARES OF COMMON STOCK ISSUABLE UPON EXERCISE THEREOF) MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER.

The Warrant Exercise Shares issued upon exercise of any such Warrants shall be issued in the form of registered stock certificates bearing a legend indicating that transfer may be restricted under United States federal and state securities laws, or in the form of an electronic entry on the stock register maintained by the transfer agent for the Common Stock with a notation to a similar effect.

The Holder (or its transferee, as applicable) of any such Warrants or Warrant Exercise Shares, as applicable, shall be entitled to receive from the Company, without expense, new securities of like tenor not bearing the restrictive legend set forth above when (a) all such Warrants or Warrant Exercise Shares, as applicable, shall have been (i) effectively registered under the Securities Act and disposed of in accordance with a registration statement covering such securities or (ii) disposed of pursuant to the provisions of Rule 144 or any comparable rule under the Securities Act or (b) when, in the written reasonable opinion of independent counsel for such Holder (which counsel shall be experienced in Securities Act matters and which counsel and opinion shall be reasonably satisfactory to the Company), such restrictions are no longer required in order to insure compliance with the Securities Act (including, without limitation, when all such Warrants or Warrant Exercise Shares, as applicable, could be sold in a single transaction pursuant to Rule 144 without restriction as to volume or manner of sale).

ARTICLE VII

OTHER PROVISIONS RELATING TO RIGHTS OF HOLDERS OF WARRANTS

Section 7.1 No Rights or Liability as Stockholder. Nothing contained in the Warrants shall be construed as conferring upon the Holder or his, her or its transferees the right to vote or to receive dividends or to consent or to receive notice as a stockholder in respect of any meeting of stockholders for the election of directors of the Company or of any other matter, or any rights whatsoever as stockholders of the Company. The vote or consent of any Holder shall not be required with respect to any action or proceeding of the Company and no Holder shall have any right not expressly conferred hereunder or under, or by applicable Law with respect to, the Warrants or any Warrant Certificates held by such Holder. No Holder, by reason of the ownership or possession of a Warrant or Warrant Certificate, shall have any right to receive any cash dividends, stock dividends, allotments or rights or other distributions paid, allotted or distributed or distributable to the holders of Common Stock prior to, or for which the relevant record date preceded, the date of the exercise of such Warrant. No provision thereof and no mere enumeration therein of the rights or privileges of the Holder shall give rise to any liability of such holder for the Exercise Price hereunder or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

Section 7.2 Notice to Registered Holders. The Company shall give notice to Registered Holders by regular mail or press release, and prompt written notice thereof to the Warrant Agent, if at any time prior to the expiration or exercise in full of the Warrants, any of the following events shall occur:

(a) the payment of any dividend payable in any securities upon shares of Common Stock or the making of any distribution (other than a regular quarterly cash dividend) to all holders of Common Stock;

(b) the issuance to all holders of Common Stock of any additional shares of Common Stock or of rights, options or warrants to subscribe for or purchase Common Stock or of any other subscription rights, options or warrants;

(c) a Pro Rata Repurchase Offer;

(d) an Organic Change, including a Third Party Cash Sale; or

(e) a dissolution, liquidation or winding up of the Company.

Such giving of notice shall be initiated at least ten (10) days prior to the date fixed as the record date or the date of closing of the Company's stock transfer books for the determination of the stockholders entitled to such dividend, distribution or subscription rights, or of the stockholders entitled to vote on such Organic Change, dissolution, liquidation or winding up, or of the proposed date of a Third Party Sale Closing or the proposed effective date of such Pro Rata Repurchase Offer, as applicable. Such notice shall specify such record date or the date of closing the stock transfer books or proposed effective date, as the case may be. Failure to provide such notice shall not affect the validity of any action taken in connection with any such dividend, distribution or subscription rights, Pro Rata Repurchase Offer, Organic Change, dissolution, liquidation or winding up. For the avoidance of doubt, no such notice shall supersede or limit any adjustment called for by Section 5.1 by reason of any event as to which notice is required by this Section.

Section 7.3 Lost, Stolen, Mutilated or Destroyed Warrant Certificates. If any Warrant Certificate is lost, stolen, mutilated or destroyed, the Company may issue, and upon written request by the Company, the Warrant Agent shall countersign, either by manual or facsimile signature, and deliver, in exchange and substitution for and upon cancellation of the mutilated Warrant Certificate, or in lieu of and substitution for the Warrant Certificate lost, stolen or destroyed, a new Warrant Certificate of like tenor in accordance with written instructions from the Company and subject to the terms of this Section 7.3. In the case of Warrant Certificates other than Global Warrant Certificates, the Company or the Warrant Agent may in its discretion require evidence reasonably satisfactory to it of the loss, theft or destruction of such Warrant Certificate, and an open penalty surety bond satisfactory to it and holding it and the Company harmless and absent notice to the Warrant Agent that such replacement certificates have been acquired by a bona fide purchaser. Applicants for such substitute Warrant Certificates shall also comply with such other regulations and pay such other charges as the Company or the Warrant Agent may require.

Section 7.4 Cancellation of Warrants. If the Company shall purchase or otherwise acquire Warrants, such Warrants shall be cancelled and retired, in the case of Certificated Warrants or Direct Registration Warrants, by appropriate notation on the Warrant Register, and, in the case of Book-Entry Warrants, in accordance with the practices and procedures of the Depositary, including if required by such practices and procedure by appropriate notation on the applicable Global Warrant Certificate.

ARTICLE VIII

CONCERNING THE WARRANT AGENT AND OTHER MATTERS

Section 8.1 Resignation, Removal, Consolidation or Merger of Warrant Agent.

(a) *Appointment of Successor Warrant Agent*. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of sixty (60) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the Registered Holder of a Warrant, then the Registered Holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at the Company's cost. The Company may, at any time and for any reason at no cost to the Holders, remove the Warrant Agent and appoint a successor Warrant Agent by written instrument signed by the Company and specifying such removal and the date when it is intended to become effective, one copy of which shall be delivered to the Warrant Agent being removed and one copy to the successor Warrant Agent. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a Person organized and existing under the Laws of the United States of America, or any state thereunder, in good standing. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, rights, immunities, duties and obligations of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent, the Company shall make, execute, acknowledge and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties and obligations.

(b) *Notice of Successor Warrant Agent*. In the event a successor Warrant Agent shall be appointed, the Company shall (i) give notice thereof to the predecessor Warrant Agent and the transfer agent for the Common Stock not later than the effective date of any such appointment, and (ii) cause written notice thereof to be delivered to each Registered Holder at such Holder's address appearing on the Warrant Register. Failure to give any notice provided for in this Section 8.1(b) or any defect therein shall not affect the legality or validity of the removal of the Warrant Agent or the appointment of a successor Warrant Agent, as the case may be.

(c) *Merger, Consolidation or Name Change of Warrant Agent*.

(i) Any Person into which the Warrant Agent may be merged or with which it may be consolidated or any Person resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement, without any further act or deed, if such person would be eligible for appointment as a successor Warrant Agent under the provisions of Section 8.1(a). If any of the Warrant Certificates have been countersigned but not delivered at the time such successor to the Warrant Agent succeeds under this Agreement, any such successor to the Warrant Agent may adopt the countersignature of any previous Warrant Agent; and if at that time any of the Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases such Warrant Certificates shall have the full force provided in the Warrant Certificates and in this Agreement.

(ii) If at any time the name of the Warrant Agent is changed and at such time any of the Warrant Certificates have been countersigned but not delivered, the Warrant Agent whose name has changed may adopt the countersignature under its prior name; and if at that time any of the Warrant Certificates have not been countersigned, the Warrant Agent may countersign such Warrant Certificates either in its prior name or in its changed name; and in all such cases such Warrant Certificates shall have the full force provided in the Warrant Certificates and in this Agreement.

Section 8.2 Fees and Expenses of Warrant Agent.

(a) *Remuneration*. The Company agrees to pay the Warrant Agent reasonable remuneration for its services as Warrant Agent and will reimburse the Warrant Agent upon demand for all reasonable and documented out-of-pocket expenses (including reasonable counsel fees and expenses), taxes and governmental charges and other charges of any kind and nature incurred by the Warrant Agent in connection with the negotiation, preparation, delivery, administration, execution, modification, waiver, delivery, enforcement or amendment of this of this Agreement and the exercise and performance of its duties hereunder.

(b) *Further Assurances*. The Company agrees to perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

Section 8.3 Duties of Warrant Agent.

(a) *Covered Persons*. References to the Warrant Agent in this Section 8.3 shall include the Warrant Agent and its affiliates, principles, directors, officers, employees, agents, representatives, attorneys, accountants, advisors and other professionals.

(b) *Liability*.

(i) The Warrant Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement, the Warrant Statements or in the Warrant Certificates (except, in each case, its countersignature thereof) or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Company only. The Warrant Agent shall not be under any responsibility in respect of the validity or sufficiency of this Agreement or the execution and delivery hereof or in respect of the validity or execution of any Warrant Certificate (except, in each case, its countersignature thereof); nor shall the Warrant Agent be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant Certificate to be complied with by the Company; nor shall the Warrant Agent be responsible for the making of any adjustment in the Exercise Price or the number and/or kind of shares issuable upon the exercise of a Warrants required under the provisions of Article V or be responsible for the manner, method or amount of any such change or the ascertaining of the existence of facts that would require any such change; nor shall the Warrant Agent by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Warrant Exercise Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Warrant Exercise Shares will, when issued, be validly issued and fully paid and non-assessable. The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any Warrant Certificate authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement or for the application by the Company of the proceeds of the issue and sale, or exercise, of the Warrants.

(ii) The Warrant Agent shall have no liability under, and no duty to inquire as to, the provisions of any agreement, instrument or document other than this Agreement, including any Warrant Certificate.

(iii) The Warrant Agent may rely on and shall incur no liability or responsibility to the Company, any Holder, or any other Person for any action taken, suffered or omitted to be taken by it upon any notice, instruction, request, resolution, waiver, consent, order, certificate, affidavit, statement, or other paper, document or instrument furnished to the Warrant Agent hereunder and believed by it to be genuine and to have been signed, sent or presented by the proper party or parties. The Warrant Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such notice, instruction, request, resolution, waiver, consent, order, certificate, affidavit, statement, or other paper, document or instrument. The Warrant Agent shall not take any instructions or directions except those given in accordance with this Agreement.

(iv) The Warrant Agent shall act hereunder solely as agent for the Company and in a ministerial capacity and does not assume any obligation or relationship of agency or trust with any of the owners or holders of the Warrants, and its duties shall be determined solely by the provisions hereof. The Warrant Agent shall not be liable for any action taken, suffered or omitted to be taken in connection with this Agreement except to the extent that a court of competent jurisdiction determines that its own gross negligence, willful misconduct or bad faith (as each is determined by a final, nonappealable judgment) was the primary cause of any loss.

(v) Anything in this Agreement to the contrary notwithstanding, in no event shall the Warrant Agent be liable for any special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Warrant Agent has been advised of the likelihood of such loss or damage. Notwithstanding anything contained in this Agreement to the contrary, any liability of the Warrant Agent under this Agreement shall be limited in the aggregate to an amount equal to the annual fees paid by the Company to the Warrant Agent hereunder.

(vi) All rights and obligations contained in this Section 8.3 shall survive the termination of this Agreement and the resignation, replacement, incapacity or removal of the Warrant Agent. All fees and expenses incurred by the Warrant Agent prior to the resignation, replacement, incapacity or removal of the Warrant Agent shall be paid by the Company in accordance with this Section 8.3 of this Agreement notwithstanding such resignation, replacement, incapacity or removal of the Warrant Agent.

(vii) The Warrant Agent shall not be under any liability for interest on any monies at any time received by it pursuant to the provisions of this Agreement.

(viii) In no event shall the Warrant Agent be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

(ix) In the event the Warrant Agent believes any ambiguity or uncertainty exists hereunder or in any notice, instruction, direction, request or other communication, paper or document received by the Warrant Agent hereunder, the Warrant Agent, may, in its sole discretion, refrain from taking any action, and shall be fully protected and shall not be liable in any way to the Company or any Holder or other person or entity for refraining from taking such action, unless the Warrant Agent receives written instructions signed by the Company which eliminates such ambiguity or uncertainty to the satisfaction of Warrant Agent.

(c) *Reliance on Company Statement*. Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by an Appropriate Officer of the Company and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement for any action taken or suffered by it pursuant to the provisions of this Agreement. The Company will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing by the Warrant Agent of the provisions of this Agreement.

(d) *Indemnity*. The Company agrees to indemnify, defend, protect and save the Warrant Agent and hold it harmless from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses, including without limitation reasonable fees and disbursements of counsel, that may be imposed on, incurred by, or asserted against such Person, at any time, and in any way relating to or arising out of or in connection with, directly or indirectly, the execution, delivery or performance of this Agreement, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of such Person; provided, however, that no such Person shall be entitled to be so indemnified, defended, protected, saved and kept harmless to the extent such loss was caused by its own gross negligence, bad faith or willful misconduct, each as determined by a final judgment of a court of competent jurisdiction. Notwithstanding the foregoing, the Company shall not be responsible for any settlement made without its written consent, which written consent shall not be unreasonably conditioned, withheld or delayed.

(e) *Exclusions*. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except, in each case, its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant; nor shall it be responsible to make any adjustments required under the provisions of Article V hereof or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Common Stock to be issued pursuant to this Agreement or any Warrant or as to whether any Common Stock will, when issued, be valid and fully paid and non-assessable. The Warrant Agent will not be under any duty or responsibility to ensure compliance with any applicable federal or state securities laws in connection with the issuance, transfer or exchange of Warrants.

(f) The Warrant Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys, agents or employees, and the Warrant Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents or employees or for any loss to the Company resulting from such neglect or misconduct, provided that the Warrant Agent acts without gross negligence, willful misconduct or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in connection with the selection of such attorneys, agents or employees.

(g) The Warrant Agent may consult at any time with legal counsel satisfactory to it (who may be legal counsel for the Company) and the advice of such counsel shall be full and complete authorization and protection to the Warrant Agent as to any action taken or omitted by such parties in accordance with such advice.

(h) The Warrant Agent may buy, sell, or deal in any of the Warrants or other securities of the Company freely as though it was not Warrant Agent under this Agreement. Nothing contained herein shall preclude the Warrant Agent from acting in any other capacity for the Company or for any other Person.

(i) The Warrant Agent shall not be required to use or risk its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Warrant Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity satisfactory to it.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Binding Effects; Benefits. This Agreement shall inure to the benefit of and shall be binding upon the Company, the Warrant Agent and the Holders and their respective heirs, legal representatives, successors and assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the Company, the Warrant Agent and the Holders, or their respective heirs, legal representatives, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 9.2 Notices. Unless a provision herein permits notice by way of a press release, any notice or other communication required or which may be given hereunder shall be in writing and shall be sent by certified or regular mail (return receipt requested, postage prepaid), by private national courier service, by personal delivery or by facsimile transmission. Such notice or communication shall be deemed given (i) if mailed, two (2) days after the date of mailing, (ii) if sent by national courier service, one (1) Business Day after being sent, (iii) if delivered personally, when so delivered, or (iv) if sent by facsimile transmission, on the Business Day after such facsimile is transmitted, in each case as follows:

if to the Warrant Agent, to:

Computershare Inc.
250 Royall StCanton MA 02021
Facsimile: (781) 575-3146
Attention: Corporate Actions

with copies (which shall not constitute notice) to:

Computershare Inc.
480 Washington Boulevard, 29th Floor
Jersey City, New Jersey 07310
Facsimile: (201) 680-4610
Attention: Legal Department

if to the Company, to:

Eagle Bulk Shipping Inc.
477 Madison Avenue
New York, New York 10022
Facsimile: (212) 785-3311
Attention: Adir Katzav

with copies (which shall not constitute notice) to:

Milbank, Tweed, Hadley & McCloy LLP
601 South Figueroa Street
Los Angeles, CA 90017
Facsimile: (213) 629-5063
Attention: Paul S. Aronzon

if to Registered Holders, at their addresses as they appear in the Warrant Register or in the records of the transfer agent or registrar for the Common Stock.

Section 9.3 Persons Having Rights under this Agreement. Nothing in this Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any person or corporation other than the parties hereto and the Holders, any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns and the Holders.

Section 9.4 Examination of this Agreement. A copy of this Agreement shall be available at all reasonable times at an office designated for such purpose by the Warrant Agent, for examination by the Registered Holder of any Warrant. Prior to such examination, the Warrant Agent may require any such Holder to submit evidence that such Holder is a Registered Holder of a Warrant.

Section 9.5 Counterparts. This Agreement may be executed in any number of original or facsimile or electronic PDF counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 9.6 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation hereof.

Section 9.7 Amendments.

(a) Subject to Section 9.7(b) below, this agreement may not be amended except in writing signed by the Company and the Warrant Agent.

(b) The Company and the Warrant Agent may from time to time supplement or amend this Agreement or the Warrants, as follows:

(i) without the approval of any Holder in order to cure any ambiguity, manifest error or other mistake in this Agreement or the Warrants, or to correct or supplement any provision contained herein or in the Warrants that may be defective or inconsistent with any other provision herein or in the Warrants, or to make any other provisions in regard to matters or questions arising hereunder that the Company may deem necessary or desirable and that shall not adversely affect, alter or change the interests of the Holders in any material respect, or

(ii) with the prior written consent of Requisite Holders.

(c) Notwithstanding anything to the contrary herein, upon the delivery of a certificate from an Appropriate Officer which states that the proposed supplement or amendment is in compliance with the terms of this Section 9.7, the Warrant Agent shall execute such supplement or amendment; provided that the Warrant Agent may, but shall not be obligated to, execute any amendment or supplement that affects Warrant Agent's rights, duties, immunities, liabilities or obligations hereunder. Any amendment, modification or waiver effected pursuant to and in accordance with the provisions of this Section 9.7 shall be binding upon all Holders and upon each future Holder, the Company and the Warrant Agent. In the event of any amendment, modification or waiver, the Company shall give prompt notice thereof to all Registered Holders and, if appropriate, notation thereof shall be made on all Warrant Certificates thereafter surrendered for registration of transfer or exchange. Any failure of the Company to give such notice or any defect therein shall not, however, in any way impair or affect the validity of any such amendment.

Section 9.8 No Inconsistent Agreements; No Impairment. The Company shall not, on or after the date hereof, enter into any agreement with respect to its securities which conflicts with the rights granted to the Holders in the Warrants or the provisions hereof. The Company represents and warrants to the Holders that the rights granted hereunder do not in any way conflict with the rights granted to holders of the Company's securities under any other agreements. The Company shall not, by amendment of its articles of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of the Warrants and in the taking of all such action as may be necessary in order to preserve the exercise rights of the Holders against impairment.

Section 9.9 Integration/Entire Agreement. This Agreement (and solely with respect to the Warrants), is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Company, the Warrant Agent and the Holders in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein, with respect to the Warrants. This Agreement and the Warrants supersede all prior agreements and understandings between the parties with respect to such subject matter.

Section 9.10 Governing Law, Etc. This Agreement and each Warrant issued hereunder shall be deemed to be a contract made under the Laws of the State of New York and for all purposes shall be governed by and construed in accordance with the Laws of such State. Each party hereto consents and submits to the exclusive jurisdiction of the courts of the State of New York located in New York County and of the U.S. federal courts located in the Southern District of New York in connection with any action or proceeding brought against it that arises out of or in connection with, that is based upon, or that relates to this Agreement or the transactions contemplated hereby. In connection with any such action or proceeding in any such court, each party hereto hereby waives personal service of any summons, complaint or other process and hereby agrees that service thereof may be made in accordance with the procedures for giving notice set forth in Section 9.2 hereof. Each party hereto hereby waives any objection to jurisdiction or venue in any such court in any such action or proceeding and agrees not to assert any defense based on forum *non conveniens* or lack of jurisdiction or venue in any such court in any such action or proceeding.

Section 9.11 Termination. This Agreement will terminate on the earlier of (i) such date when all Warrants have been exercised with respect to all shares subject thereto, or (ii) the expiration of the Exercise Period. The provisions of Section 8.3 and this Article IX shall survive such termination and the resignation, replacement or removal of the Warrant Agent.

Section 9.12 Waiver of Trial by Jury. Each party hereto, including each Holder by its receipt of a Warrant, hereby irrevocably and unconditionally waives the right to a trial by jury in any action, suit, counterclaim or other proceeding (whether based on contract, tort or otherwise) arising out of, connected with or relating to this Agreement and the transactions contemplated hereby.

Section 9.13 Remedies. The Company hereby agrees that, in the event that the Company violates any provisions of the Warrants (including the obligation to deliver shares of Common Stock upon the exercise thereof), the remedies at law available to the Holder of such Warrant may be inadequate. In such event, the Requisite Holders and, with the prior written consent of the Requisite Holders, the holder of such Warrants, shall have the right, in addition to all other rights and remedies any of them may have, to specific performance and/or injunctive or other equitable relief to enforce the provisions of this Agreement and the Warrants.

Section 9.14 Severability. In the event that any one or more of the provisions contained in this Agreement or in the Warrants, or the application thereof in any circumstances, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provisions in every other respect and of the remaining provisions contained herein and therein shall not be affected or impaired thereby; provided, however, that if any such excluded provision shall adversely affect the rights, immunities, duties or obligations of the Warrant Agent, the Warrant Agent shall be entitled to immediately resign.

Section 9.15 Customer Identification Program. The Company acknowledges that the Warrant Agent is subject to the customer identification program ("Customer Identification Program") requirements under the USA PATRIOT Act and its implementing regulations, and that the Warrant Agent must obtain, verify and record information that allows the Warrant Agent to identify the Company. Accordingly, prior to accepting an appointment hereunder, the Warrant Agent may request information from the Company that will help the Warrant Agent to identify the Company, including without limitation the Company's physical address, tax identification number, organizational documents, certificate of good standing, license to do business, or any other information that the Warrant Agent deems necessary. The Company agrees that the Warrant Agent cannot accept an appointment hereunder unless and until the Warrant Agent verifies the Company's identity in accordance with the Customer Identification Program requirements.

Section 9.15 Confidentiality. The Warrant Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including *inter alia*, personal, non-public warrant holder information, which are exchanged or received pursuant to the negotiation or carrying out of this Agreement including the fees for services set forth in the schedule attached hereto as Exhibit C shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by law, including, without limitation, pursuant to subpoenas from state or federal government authorities (e.g., in divorce and criminal actions).

[*Signature Page Follows***]**

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned parties hereto as of the date first above written.

EAGLE BULK SHIPPING INC.

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

COMPUTERSHARE INC., as Warrant Agent

By: /s/ Thomas Borbely
Name: Thomas Borbely
Title: Manager, Corporate Actions

COMPUTERSHARE TRUST COMPANY N.A.,
as Warrant Agent

By: /s/ Thomas Borbely
Name: Thomas Borbely
Title: Manager, Corporate Actions

EXHIBIT A-1

FACE OF GLOBAL WARRANT CERTIFICATE

VOID AFTER 5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 15, 2021

This Global Warrant Certificate is held by The Depository Trust Company (the "Depositary") or its nominee in custody for the benefit of the beneficial owners hereof, and is not transferable to any person under any circumstances except that (i) this Global Warrant Certificate may be exchanged in whole but not in part pursuant to Section 6.1(g) of the Warrant Agreement, (ii) this Global Warrant Certificate may be delivered to the Warrant Agent for cancellation pursuant to Section 6.1(h) of the Warrant Agreement and (iii) this Global Warrant Certificate may be transferred to a successor Depositary with the prior written consent of the Company.

Unless this Global Warrant Certificate is presented by an authorized representative of the Depositary to the Company or the Warrant Agent for registration of transfer, exchange or payment and any certificate issued is registered in the name of Cede & Co. or such other entity as is requested by an authorized representative of the Depositary (and any payment hereon is made to Cede & Co. or to such other entity as is requested by an authorized representative of the Depositary), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful because the registered owner hereof, Cede & Co., has an interest herein.

Transfers of this Global Warrant Certificate shall be limited to transfers in whole, but not in part, to nominees of the Depositary or to a successor thereof or such successor's nominee.

No registration or transfer of the securities issuable pursuant to the Warrant will be recorded on the books of the Company until such provisions have been complied with.

THE SECURITIES REPRESENTED BY THIS WARRANT CERTIFICATE (INCLUDING THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANT) ARE SUBJECT TO ADDITIONAL AGREEMENTS SET FORTH IN THE WARRANT AGREEMENT DATED AS OF OCTOBER 15, 2014, BY AND BETWEEN THE COMPANY AND THE WARRANT AGENT (THE "WARRANT AGREEMENT").

THIS WARRANT WILL BE VOID IF NOT EXERCISED PRIOR TO
5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 15, 2021

WARRANT TO PURCHASE

3,040,540 SHARES OF COMMON STOCK OF

EAGLE BULK SHIPPING INC.* 1

CUSIP # **Y2187A 135**
ISSUE DATE: **OCTOBER 15, 2014**

No. W-1

This certifies that, for value received, Cede & Co. and its registered assigns (collectively, the "Registered Holder"), is entitled to purchase from Eagle Bulk Shipping Inc., a Marshall Islands corporation (the "Company"), subject to the terms and conditions hereof, at any time before 5:00 p.m., New York time, on October 15, 2021, the number of fully paid and non-assessable shares of Common Stock of the Company set forth above at the Exercise Price (as defined in the Warrant Agreement). The Exercise Price and the number and kind of shares purchasable hereunder are subject to adjustment from time to time as provided in Article V of the Warrant Agreement. The initial Exercise Price shall be $27.82.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

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* Exercisable for 3,040,540 shares of Common Stock for all Warrants in the aggregate, subject to adjustment in accordance with Article V of the Warrant Agreement.

IN WITNESS WHEREOF, this Warrant has been duly executed by the Company under its corporate seal as of the 15th day of October, 2014.

EAGLE BULK SHIPPING INC.

By: _____

Print Name: _____

Title: _____

Attest: _____

Computershare Inc.,
as Warrant Agent

By: _____
Name:
Title:

Address of Registered Holder for Notices (until changed in accordance with this Warrant):
Cede & Co.
55 Water Street
New York, New York 10041

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

REVERSE OF GLOBAL WARRANT CERTIFICATE

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants to purchase 3,040,540 shares of Common Stock issued pursuant to the Warrant Agreement, as dated October 15, 2014 (the "Warrant Agreement"), by and among Eagle Bulk Shipping Inc. (the "Company"), and Computershare Inc. and Computershare Trust Company N.A. (together, the "Warrant Agent"). A copy of the Warrant Agreement may be inspected at the office of the Warrant Agent designated for such purpose. The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the Registered Holders of the Warrants. All capitalized terms used in this Global Warrant Certificate that are not defined herein but are defined in the Warrant Agreement shall have the meanings given to them in the Warrant Agreement.

The Company shall not be required to issue fractions of Common Stock or any certificates that evidence fractional Common Stock.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

This Warrant does not entitle the Registered Holder to any of the rights of a stockholder of the Company.

The Company and Warrant Agent may deem and treat the Registered Holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise hereof and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

¤ Exercisable for 3,040,540 shares of Common Stock for all Warrants in the aggregate, subject to adjustment in accordance with Article V of the Warrant Agreement.

EXHIBIT A-2

FACE OF WARRANT CERTIFICATE

VOID AFTER 5:00 P.M., NEW YORK CITY TIME, ON OCTOBER 15, 2021

THE SECURITIES REPRESENTED BY THIS WARRANT CERTIFICATE (INCLUDING THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANT) ARE SUBJECT TO ADDITIONAL AGREEMENTS SET FORTH IN THE WARRANT AGREEMENT DATED AS OF OCTOBER 15, 2014, BY AND BETWEEN THE COMPANY AND THE WARRANT AGENT (THE "WARRANT AGREEMENT").

Certificate Number _____ Warrants _____

CUSIP Y2187A 135

This certifies that

is the holder of

WARRANTS TO PURCHASE COMMON STOCK OF
EAGLE BULK SHIPPING INC.

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of the certificate properly endorsed. Each Warrant entitles the holder and its registered assigns (collectively, the "Registered Holder") to purchase by cashless exercise from Eagle Bulk Shipping Inc., a Marshall Islands corporation (the "Company"), subject to the terms and conditions hereof, at any time before 5:00 p.m., New York time, on October 15, 2021, one fully paid and non-assessable share of Common Stock of the Company at the Exercise Price (as defined in the Warrant Agreement). The Exercise Price and the number and kind of shares purchasable hereunder are subject to adjustment from time to time as provided in Article V of the Warrant Agreement. The initial Exercise Price shall be $27.82.

This certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

DATED

_____

Authorized Officer

Attest: [Corporate seal] COUNTERSIGNED AND REGISTERED
COMPUTERSHARE INC,
WARRANT AGENT.

_____

Secretary By _____
AUTHORIZED SIGNATURE

REVERSE OF WARRANT CERTIFICATE

EAGLE BULK SHIPPING INC.

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase 3,040,540 shares of Common Stock issued pursuant to the Warrant Agreement, as dated October 15, 2014 (the "Warrant Agreement"), by and among Eagle Bulk Shipping Inc. (the "Company"), and Computershare Inc. and Computershare Trust Company N.A. (together, the "Warrant Agent"). A copy of the Warrant Agreement may be inspected at the office of the Warrant Agent designated for such purpose. The Warrant Agreement is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the Registered Holders of the Warrants. All capitalized terms used in this Warrant Certificate that are not defined herein but are defined in the Warrant Agreement shall have the meanings given to them in the Warrant Agreement.

The Company shall not be required to issue fractions of Common Stock or any certificates that evidence fractional Common Stock. No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws. The Warrants represented by this Warrant Certificate do not entitle the Registered Holder to any of the rights of a stockholder of the Company. The Company and Warrant Agent may deem and treat the Registered Holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise hereof and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

Ten COM – as tenants in common	UNIF GIFT MIN ACT -	Custodian (Cust) (Minor) under Uniform Gifts to Minor Act (State)
TEN ENT – as tenants by the entireties		
JT TEN – as joint tenants with right of survivorship and not as tenants in common	UNIF GIFT MIN ACT -	Custodian (until age) (Cust) under Uniform Transfers to Minors Act (Minor) (State)

FORM OF ASSIGNMENT

For value received, _____ hereby sells, assigns and transfers the Warrants to purchase shares of Eagle Bulk Shipping Inc.

represented by this Warrant Certificate to:

Social Security or Other Taxpayer Identification Number

_____

Print name and address

and does hereby irrevocably constitute and appoint _____ attorney, to transfer said Warrants on the Warrant Register maintained for the purpose of registration thereof, with full power of substitution in the premises:

Dated: _____ , 20__

Signature: _____

Name: _____

Note: The above signature and name should correspond exactly with the name of the holder as it appears on the face of the certificate, in every particular without alteration or enlargement or any change whatsoever. The signature of the holder hereof must be guaranteed.

EXERCISE FORM

The undersigned Registered Holder of this Warrant Certificate hereby irrevocably elects to exercise _____ Warrants for the purchase of _____ shares of Common Stock, pursuant to the cashless exercise provisions of Section 4.3(a) of the Warrant Agreement (the total number of shares of Common Stock for which the Warrants represented hereby are being exercised before withholding for the Exercise Price), and requests that the net number of shares of Common Stock issuable upon exercise be registered as follows:

Social Security or Other Taxpayer Identification Number

Print name and address

If such Warrants shall not constitute all of the Warrants represented hereby, the undersigned requests that a new Warrant Certificate of like tenor and date for the balance of the Warrants represented hereby be issued and delivered as follows:

Social Security or Other Taxpayer Identification Number

Print name and address

Dated: _____ , 20__

Signature: _____
Name: _____

Note: The above signature and name should correspond exactly with the name of the holder as it appears on the face of the certificate, in every particular without alteration or enlargement or any change whatsoever.
Note: If the Common Stock, or a new Warrant Certificate representing any portion of the Warrants not exercised, is to be registered in a name other than that in which this Warrant Certificate is registered, the signature of the holder hereof must be guaranteed.

Signature(s) Guaranteed: Medallion Guarantee Stamp THE SIGANTURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

EXHIBIT B

EXERCISE FORM FOR REGISTERED HOLDERS
OF DIRECT REGISTRATION WARRANTS
(To be executed upon exercise of Warrants)

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., EASTERN TIME, ON OCTOBER 15, 2021.

The undersigned Registered Holder, being the holder of Direct Registration Warrants of Eagle Bulk Shipping Inc., issued pursuant to that certain Warrant Agreement, as dated October 15, 2014 (the "Warrant Agreement"), by and among Eagle Bulk Shipping Inc. (the "Company"), and Computershare Inc. and Computershare Trust Company N.A. (together, the "Warrant Agent"), hereby irrevocably elects to exercise the number of Direct Registration Warrants indicated below, for the purchase of the number of shares of Common Stock indicated below, pursuant to the cashless exercise provisions of Section 4.3(a) of the Warrant Agreement. All capitalized terms used in this Exercise Form that are not defined herein but are defined in the Warrant Agreement shall have the meanings given to them in the Warrant Agreement.

Number of Warrants: _____

Number of Shares of Common Stock: _____
(Total number of shares of Common Stock for which the Direct Registration Warrant is being exercised, before withholding for the Exercise Price.)

The undersigned requests that the net number of shares of Common Stock issuable upon exercise of the Warrants be registered, and a statement in respect thereof be delivered, as follows:

Name: _____

Address: _____
_____

Social Security or Other Taxpayer
Identification Number:

_____

Dated: _____, 20____

Signature: _____

Name:_____

Note: If any of the shares of Common Stock issuable upon exercise of the Warrant are to be registered in a name other than that in which the Direct Registration Warrants are registered, the signature of the holder hereof must be guaranteed.

Signature(s) Guaranteed: Medallion Guarantee Stamp
THE SIGANTURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

EXHIBIT C

EXERCISE FORM FOR BENEFICIAL HOLDERS
HOLDING WARRANTS THROUGH THE DEPOSITORY TRUST COMPANY

TO BE COMPLETED BY DIRECT PARTICIPANT
IN THE DEPOSITORY TRUST COMPANY
(To be executed upon exercise of Warrants)

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., EASTERN TIME, ON OCTOBER 15, 2021.

The undersigned, being the beneficial holder of Book-Entry Warrants issued pursuant to that certain Warrant Agreement, as dated October 15, 2014 (the "Warrant Agreement"), by and among Eagle Bulk Shipping Inc. (the "Company"), and Computershare Inc. and Computershare Trust Company N.A. (together, the "Warrant Agent") and held for its benefit through the book-entry facilities of The Depository Trust Company (the "Depositary"), hereby irrevocably elects to exercise the number of Book-Entry Warrants indicated below, for the purchase the number of shares of Common Stock indicated below, pursuant to the cashless exercise provisions of Section 4.3(a) of the Warrant Agreement. All capitalized terms used in this Exercise Form that are not defined herein but are defined in the Warrant Agreement shall have the meanings given to them in the Warrant Agreement.

Number of Warrants: _____

Number of Shares of Common Stock: _____
(Total number of shares of Common Stock for which the Book-Entry Warrants are being exercised before withholding for the Exercise Price.)

The undersigned requests that the shares of Common Stock issuable upon exercise of the Warrants be delivered the account at the Depositary specified below.

THE WARRANT AGENT SHALL NOTIFY YOU (THROUGH THE CLEARING SYSTEM) OF (1) THE WARRANT AGENT'S ACCOUNT AT THE DEPOSITARY TO WHICH YOU MUST DELIVER YOUR WARRANTS ON THE EXERCISE DATE AND (2) THE ADDRESS, PHONE NUMBER AND FACSIMILE NUMBER WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

AUTHORIZED SIGNATURE:	_____
NAME:	_____
CAPACITY IN WHICH SIGNING:	_____
DATED:	_____
NAME OF PARTICIPANT:	_____
ADDRESS:	_____
CONTACT NAME (if different than above):	_____
TELEPHONE (INCLUDING INTERNATIONAL CODE):	_____
FAX (INCLUDING INTERNATIONAL CODE):	_____
E-MAIL ADDRESS:	_____
DEPOSITARY ACCOUNT NO.:	_____

EXHIBIT D

FORM OF ASSIGNMENT

FOR REGISTERED HOLDERS
HOLDING DIRECT REGISTRATION WARRANTS
(To be executed only upon assignment of Warrants)

For value received, the undersigned Registered Holder of Direct Registration Warrants issued pursuant to that certain Warrant Agreement, as dated October 15, 2014, by and among Eagle Bulk Shipping Inc. (the "Company"), and Computershare Inc. and Computershare Trust Company N.A., hereby sells, assigns and transfers unto the Assignee(s) named below the number of Direct Registration Warrants listed opposite the respective name(s) of the Assignee(s) named below, and all other rights of the Registered Holder under said Direct Registration Warrants, and does hereby irrevocably constitute and appoint _____ attorney, to transfer said Direct Registration Warrants, as and to the extent set forth below, on the Warrant Register maintained for the purpose of registration thereof, with full power of substitution in the premises:

Name(s) of Assignee(s)	**Address of Assignee(s)**	**Number of Warrants**

Dated: _____ , 20__

Signature: _____

Name: _____

Note: The above signature and name should correspond exactly with the name of the Holder of the Direct Registration Warrants as it appears on the Warrant Register.

Signature(s) Guaranteed: Medallion Guarantee Stamp
THE SIGANTURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

Exhibit 10.4

AMENDED AND RESTATED MANAGEMENT AGREEMENT

This AMENDED AND RESTATED MANAGEMENT AGREEMENT, hereby amends and restates the Management Agreement (the "Agreement") dated as of August 5, 2009 (the "Original Date"), entered into by and between Delphin Shipping LLC, a Marshall Islands limited liability company (the "Company") and Eagle Bulk Shipping Inc., a Marshall Islands corporation (the "Manager"). This Amended and Restated Management Agreement shall not become effective unless and until (i) an order approving the assumption of the Agreement (which order may be the plan confirmation order) is entered by the United States Bankruptcy Court, Southern District of New York, presiding over the chapter 11 case of the Manager (Case No. 14-12303) (the "Chapter 11 Case") and (ii) the Manager's prepackaged plan of reorganization filed in the Chapter 11 Case has become effective and the transactions contemplated under the Plan have been consummated (the date that on which such conditions in clause (i) and (ii) have both been satisfied, the "Effective Date"), and from the Effective Date all references to this Agreement shall be to the Agreement as so amended and restated.

W I T N E S S E T H

WHEREAS, the Company was formed for the purpose of acquiring dry bulk vessels and engaging in other activities in the shipping sector;

WHEREAS, after the Original Date, as the Company, directly or indirectly through wholly-owned vessel owning subsidiaries, acquires a dry bulk vessel, the wholly-owned vessel owning subsidiary shall be set forth on Schedule I hereto (each an "Owner" and collectively the "Owners") and the dry bulk vessel owned by such Owner shall be set forth next to the name of such Owner on Schedule I hereto (each a "Vessel" and collectively the "Vessels");

WHEREAS, the Company desires to continue to engage the Manager to provide the management services more particularly described herein with respect to the Vessels;

WHEREAS, the Manager is in the business of furnishing commercial vessel management services and technical vessel management supervision services for the fleet of dry bulk vessels that are majority owned, chartered-in pursuant to a bareboat charter or leased-in pursuant to a sale/leaseback or similar financing arrangement by the Manager or its wholly-owned vessel owning subsidiaries (collectively, the "Manager Vessels") and continues to desire to provide such services with respect to the Vessels in accordance with the terms and conditions set forth herein;

WHEREAS, on the Original Date, the Company, the Manager and the other parties named therein entered into a waiver and release agreement (the "Manager Waiver") as set forth on Exhibit A hereto relating to certain matters regarding this Agreement;

WHEREAS, on the Original Date, the Company, Kelso Investment Associates VIII, L.P., KEP VI, LLC and Sophocles Zoullas ("Zoullas") entered into a limited liability company agreement governing the affairs of the Company (the "Company LLC Agreement"); and

WHEREAS, the parties have determined to amend and restate this Agreement in its entirety, and all references to this Agreement shall be to this Agreement as so amended and restated.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other valuable consideration, the parties hereto hereby agree as follows:

1. Engagement of Manager. The Company hereby engages the Manager to provide the commercial management and technical management supervisory services described more fully herein, and the Manager hereby accepts such engagement, effective as of the date that the first Vessel is delivered to an Owner and the Company will pay to the Manager during the term of this Agreement the management fees set forth in Section 3 hereof with respect to each Vessel.

2. Manager's Responsibilities.

(a) Management Services. Subject to the terms and conditions set forth herein, the Manager shall provide or, through a wholly owned subsidiary of the Manager or other third party expressly approved in advance by the Company, cause to be provided to the Company or the applicable Owner with respect to each Vessel all customary commercial management services "Commercial Management Services" and all technical management supervisory services ("Technical Management Services") as are necessary in connection with the operation of each Vessel, including without limitation, the following services in accordance with sound ship management practices and with the care, diligence and skill and in a substantially similar manner and scope as the Manager currently provides, directly or indirectly, for the Manager Vessels (collectively the "Management Services").

(b) Commercial Management Services. The Commercial Management Services shall consist of the following:

(i) The Manager's reasonable best efforts to seek employment for each of the Vessels and to negotiate, arrange, complete, market, promote and supervise the chartering or other employment of the Vessels and to monitor the employment and location of each Vessel on a regular basis, *provided*, *however*, that prior to making any offer relating to a charter contract or other employment arrangement of a Vessel that, if accepted, would result in a binding obligation of the Company or an Owner, the Manager shall communicate with and describe to the Company, or one or more directors of the Company or agent thereof generally designated by the Company to communicate with the Manager in respect of such matters (each, a "Company Designee") the material terms of the proposed offer, charter contract or other employment, and no such charter contract or other such employment arrangement will be entered into, in each case, with respect to any Vessel without the express approval of the Company;

(ii) Arrange for and monitor the proper payment to the Company, Owners or their nominees of all charter hire, freight and other revenues or other moneys of whatsoever nature arising out of the employment of the Vessels or otherwise in connection with the Vessels to which the Company or the Owners may be entitled to;

(iii) Communicate and maintain relations with the charterers of the Vessels and ensure that, to the extent commercially practicable, the requirements of each charterer of a Vessel are met on a continual basis, generally administer the charters of each Vessel and maintain and manage relationships between the Company and shipbuilders, insurers, and other shipping industry participants;

(iv) Act for and on behalf of the Company and each Owner in the negotiation and documentation of appropriate third party technical management agreements (each a "Technical Management Agreement") between each Owner and one or more third party technical ship managers (each a "Technical Manager") in which such Technical Managers would provide the technical management services to the Vessels that the Manager, directly or through one or more subsidiaries, does not provide to the Manager Vessels as of the date of this Agreement, *provided*, *however,* that each Technical Management Agreement shall be subject to the prior written approval of the Company, and, *further provided*, that each Technical Management Agreement shall constitute a direct agreement between the Company or the relevant Owner and the Technical Manager, and any amounts payable under the Technical Management Agreements shall be for the account of, and paid to the Technical Manager by, the Company or the relevant Owner;

(v) Arrange surveys associated with the commercial operation of the Vessels; and

(vi) Arrange hull and machinery, war, loss of hire and P&I risks insurances for each Vessel in accordance with sound ship management practices or as otherwise directed by the Company, and handle all claims arising in connection with the insurance of the Vessels including the preparation, documentation and submission of claims to insurers and/or P&I clubs and the making of settlements of claims against insurers and/or P&I clubs, in each case in accordance with the instructions of the Company, and following up on such claims or settlements, and instituting, defending, intervening in or settling any legal proceedings by or against the Vessel or any Owner in any way that concerns a Vessel, its freight, earnings and disbursements (each, a "Proceeding") (it being understood that the handling of all such claims and legal matters shall always be consistent with the instructions and requirements of the Vessels' P&I club or other insurers or underwriters) *provided* that any out of pocket expenses incurred by the Manager in connection with instituting, defending, intervening or settling such Proceeding on behalf of the Company or an Owner shall be a Company Expense (as such term is used in Section 3(d) of this Agreement), and *provided, further,* that if the Manager is advised that the Proceeding will not be covered by the Vessel's P&I club or other insurance, then the Manager will only take such action with respect to (x) any individual Proceeding, or group of related Proceedings, that involve monetary claims below $50,000 with the prior consent of Zoullas and (y) any individual Proceeding, or group of related Proceedings, that involve monetary claims in excess of $50,000 with the prior consent of a Company Designee.

(c) Technical Management Services. The Technical Management Services shall consist of the following:

(i) Supervise the provision of customary technical management services provided by the relevant Technical Manager, including voyage operations, superintendence, surveys, maintenance, crewing, drydocking, repairs, alterations, maintenance and renewals to hull, machinery, boilers, auxiliaries, equipment and accommodations, the arrangement of necessary stores and spare, and lubricating oils;

(ii) Visit each Vessel at such times as deemed necessary and appropriate by the Manager to evaluate the technical management services and operation of the Vessel by the relevant Technical Manager pursuant to a Technical Management Agreement;

(iii) Promptly upon the Company's request, reporting to the Company the Vessel's movement, position at sea, arrival and departure dates, and provide voyage estimates and accounts and calculate and invoice of hire, freights, demurrage and dispatch moneys due from or due to the charterers of the Vessels;

(iv) Promptly report to the Company any major casualties and damages received or caused by the Vessel;

(v) Perform class records review and physical inspection and make reports to the Company as to a vessel’s classification, physical condition and the compliance of the vessel and the vessel owner with applicable rules and regulations and if requested by the Company, assist the Company in negotiating and carrying out the purchase of dry bulk vessels and perform all functions necessary to allow the Company to take physical delivery of the Vessel;

(vi) Implementing (at the direction of the Company) potential divestitures or dispositions of any of the Vessels; and

(vii) Upon the prior agreement of the Company and the Manager, with respect to any contract entered into by the Company or an Owner relating to a newbuild dry bulk vessel, the Manager shall (1) oversee and supervise, in all material respects, the construction of such newbuild, (2) assist the Company upon request in the negotiation of the shipbuilding contract and specifications and related documentation, (3) attend to plan approval for the design of the newbuild, (4) arrange for and supervise alternations and changes to the newbuild, (5) liaise with the ship builder, supervising the ship builder's progress and overseeing construction to ensure the ship builder is constructing the newbuild in accordance with the relevant shipbuilding contract, design and specifications, (6) attending to the purchasing and other activities relating to the pre-delivery purchases and (7) arranging for registration of the Vessel under the relevant flag in accordance with applicable law and registration of the Vessel with the relevant classification society and other authorities as may be requiring for obtaining trading, canal and other marine certificates for the Vessel.

(d) Ancillary Agreements. Subject to the limitations and requirements contained elsewhere in this Agreement, the Manager may enter into, make and perform all contracts, agreements and other undertakings as may be, in the opinion of the Manager, necessary, advisable or incidental to the performance of the Management Services contemplated by this Agreement; provided, however, the Manager may only enter into any such contract that would involve payments from the Company (whether through a direct payment to the counterparty or indirectly through a reimbursement to the Manager in accordance with this Agreement) in one payment or series of contemplated payments in an amount in excess of $50,000 with the prior consent of a Company Designee.

(e) General Obligations; Employment of Personnel. In the exercise of its duties hereunder, the Manager shall act fully in accordance with the reasonable policies, guidelines and instructions from time to time communicated to it by the Company or Company Designees and serve the Company faithfully and diligently in the performance of this Agreement, according to sound ship management practices and shipping industry standards. In the performance of this Agreement, the Manager shall protect the interests of the Company and the Owner in all matters directly or indirectly relating to the provision of Management Services to the Vessel in its reasonable control. All discounts, commissions and other benefits received by the Manager and/or its employees from third parties as a consequence of the provision of the Management Service shall be disclosed to the Company and, unless otherwise agreed, placed at the Company's or, as the case may be, the relevant Owner's disposal. The Company shall, at all times, be allowed full access to the accounts and records of the Manager which are relevant to the performance of the Management Services hereunder. The Manager shall at all times maintain, at its own expense, staffing levels deemed necessary in its reasonable judgment to provide the Management Services set forth herein for the Vessels.

(f) Engagement of Consultants. As deemed necessary or advisable by the Manager, the Manager shall recommend third-party consultants and advisors, including technical managers, vessel brokers, insurance consultants, engineers, environmental specialists, chartering agents, appraisers, attorneys, accountants and other professionals and consultants to be engaged by the Company or an Owner, each upon such terms as shall be approved by the Company. The costs of all such consultants or advisors which are authorized hereunder or are approved by the Company shall be for the account of, and shall be paid directly by, the Company or the relevant Owner, as the case may be.

3. Fees, Expenses and Reimbursements.

(a) Management Fees. In consideration for the Manager's provision of the Management Services pursuant to this Agreement, with respect to each Vessel, the Company shall pay the Manager a commercial management fee the "Commercial Management Fee" and a technical management supervisory fee (the "Technical Management Fee") monthly in advance, commencing on the first business day of each calendar month (each a "Payment Date") occurring on or following the date on which the Company, directly or through one or more Owners, takes delivery of a Vessel (the "Acquisition Date") in accordance with and subject to the terms and conditions of this Section 3. The amount of the Technical Management Fee shall be $700 per vessel per day. The amount of the Commercial Management Fee shall be 1.25% of charter hire; provided, however, that no Commercial Management Fee shall be payable with respect to charter hire that is earned while a vessel is a member of a pool and with respect to which a fee is paid to the pool manager.

(b) Technical Management Fee Adjustments. As described below and on Exhibit A to this Agreement (the "Illustrative Example"), the amount of the Technical Management Fee payable on a Payment Date during the term of this Agreement shall be adjusted in the event that (i) a Vessel is not immediately fixed under a charter contract on the Acquisition Date of such Vessel or (ii) a Vessel is laid-up during the term of the Management Agreement, and such lay-up lasts for more than two (2) months, in each case in the manner set forth below. Any inconsistencies between the Illustrative Example and the provisions below shall be resolved in favor of the Illustrative Example.

(i) *Vessel Fixed upon Acquisition Date.*

(A) *Acquisition Date is Payment Date*: If a Vessel is immediately fixed under a charter contract as of the Acquisition Date of such Vessel and such Acquisition Date occurs on a Payment Date, then with respect to such Vessel, the Company shall pay the Manager on such Acquisition Date that is a Payment Date an amount equal to two (2) times the monthly Technical Management Fee relating to such Vessel, it being understood and agreed that such amount reflects the payment of one month's Technical Management Fee payable in advance and one month's Technical Management Fee as compensation to the Manager for advance work of the Manager in connection with the initial employment of the Vessel on the Acquisition Date (as described in the Illustrative Example).

(B) *Acquisition Date is Not Payment Date*. If a Vessel is immediately fixed under a charter contract as of the Acquisition Date of such Vessel but such Acquisition Date does not occur on a Payment Date, then with respect to such Vessel the Company shall pay the Manager on the next Payment Date immediately following such Acquisition Date the aggregate of (i) an amount equal to two (2) times the monthly Technical Management Fee relating to such Vessel (it being understood and agreed that such amount reflects the payment of one month's Technical Management Fee payable in advance and one month's Technical Management Fee as compensation to the Manager for advance work of the Manager in connection with the initial employment of the Vessel on the Acquisition Date (as described in the Illustrative Example)) and (ii) a pro-rata portion of the monthly Technical Management Fee for such Vessel based on the number of days elapsed in the month from and after the Acquisition Date for such Vessel occurred as compared to a 30-day calendar month.

Thereafter, for each Payment Date after the initial Payment Date described in the preceding paragraphs for such Vessel, the Company shall pay the Manager the monthly Technical Management Fee for such Vessel, *provided, however*, that if such Vessel is thereafter laid-up during the term of this Agreement, and such lay-up lasts for more than two (2) months, the monthly Technical Management Fee for such Vessel will be reduced to an amount equal to 30% of the monthly Technical Management Fee (such reduced fee the "Reduced Technical Management Fee") for the period exceeding two-months until one month before such Vessel is again fixed under a charter contract. If, as described in the Illustrative Example, the mechanics described above result in a true up, credit or payment required to be made from the Manager to the Company, such credit or true up shall be credited against the other payments required to be made by the Company to the Manager on the next Payment Date following the realization of such credit. Commencing on the first Payment Date after the date that the Vessel is again fixed on a charter contract, the Technical Management Fee shall be paid in accordance with the payment terms applicable to a Full Fee Management Payment Date, as set forth in Section 3(b)(ii), below.

(ii) *Vessel not fixed upon Acquisition date*. If a Vessel is not immediately fixed under a charter contract as of the Acquisition Date of such Vessel and the Acquisition Date of such Vessel occurs on a Payment Date, then with respect to such Vessel, the Company shall pay the Manager on such Acquisition Date the Reduced Technical Management Fee relating to such Vessel.

If a Vessel is not immediately fixed under a charter contract as of the Acquisition Date of such Vessel and such Acquisition Date does not occur on a Payment Date, then with respect to such Vessel, the Company shall pay the Manager on the next Payment Date immediately following such Acquisition Date (assuming that on such Payment Date such Vessel continues to be laid-up) the aggregate of (i) the Reduced Technical Management Fee relating to such Vessel and (ii) a pro-rata portion of the Reduced Technical Management Fee relating to such Vessel based on the number of days elapsed in the month from and after the Acquisition Date for such Vessel occurred as compared to a 30-day calendar month.

Thereafter, for each Payment Date after the initial Payment Date described above for such Vessel, the Company shall pay the Manager the Reduced Technical Management Fee for such Vessel until the first Payment Date on which the Vessel is fixed under a charter contract (the "Full Technical Management Fee Payment Date"). On the first Full Technical Management Fee Payment Date in respect of such Vessel, the Company shall pay the Manager the aggregate of (i) the monthly Technical Management Fee relating to such Vessel, (ii) an amount equal to (x) a pro-rata portion of the monthly Technical Management Fee relating to such Vessel based on the number of days elapsed in the month immediately prior to such Payment Date during which such Vessel was fixed under a charter contract as compared to a 30-day calendar month *minus* (y) a pro-rata portion of the Reduced Technical Management Fee relating to such Vessel that was paid on such immediately prior Payment Date based on the number of days elapsed in the such month during which such Vessel was not being utilized under a charter contract as compared to a 30-day calendar month, and (c) an amount equal to 70% of the Technical Management Fee relating to such Vessel.

(c) Adjustment to Payment Date. Notwithstanding any other provision of this Section 3, with respect to each Vessel that is fixed under a charter contract, the Company and the Manager agree that the monthly amounts payable to the Manager on any Payment Date relevant to such Vessel shall be deemed to be due and shall be paid by the Company not more than five (5) days following the receipt of the monthly revenue relating to the charter contract for such Vessel by the Company or an Owner, although such day may not be on the first business day of a calendar month, *provided, however,* that such provision shall not be applicable with respect to any Vessel not then fixed on a charter contract.

(d) Manager Expenses. The Manager shall bear the cost of all Management Expenses. As used herein, the term "Management Expenses" means the day-to-day operating expenses of the Manager, including, without limitation, salaries and employee benefit expenses of employees of the Manager, office rent, supplies, secretarial services, telephone, investment and research publications and other overhead expenses and any other expenses incurred by the Manager in the performance of the Management Services hereunder to the extent not expressly contemplated by this Agreement to be reimbursed by the Company to the Manager.

(e) Company Expenses. The Company shall promptly reimburse the Manager for any third-party brokerage commissions advanced by the Manager for the account of the Company or any Owner with respect to the purchase, sale or charter of a Vessel, and such other reasonable and out-of-pocket expenses incurred by the Manager; *provided, however,* that other than with respect to (i) third-party brokerage commissions, (ii) pre-purchase inspection fees and expenses, and (iii) travel, lodging and other travel related expenses incurred in connection with visiting a Vessel, the Manager shall not incur any expenses in excess of $50,000 (fifty thousand dollars) on behalf of the Company for which any reimbursement will be sought hereunder unless and until such expenses have been discussed with and approved by the Company or Company Designee.

4. Manager's Vessels, Other Activities; Devotion of Time.

(a) The parties hereto acknowledge and agree that, during the term of this Agreement, depending on a number of facts and circumstances that may exist at any given time when a Vessel and a Manager Vessel are both available for charter, the Manager may have a conflict of interest in pursuing charter opportunities for itself (with respect to the Manager Vessels) and also complying with its obligations under this Agreement (with respect to identifying and pursuing chartering opportunities with respect to the Vessels), including, without limitation, providing the Management Services described in Sections 2(a) and 2(b) hereof. Except as set forth in Section 4(b) hereof, the Manager shall have the right to give priority to the Manager Vessels (but not, for the avoidance of doubt, any other vessel for which the Manager may now or hereafter be engaged to provide management services with respect to) over the Vessels with respect to all potential charter opportunities for which the Manager believes in good faith that a Manager Vessel could be expected to compete with the Vessels in accordance with factors relevant to such decision (including, without limitation, the availability, suitability and positioning of the Manager Vessels as compared to the Vessels with respect to the intended voyage). The Manager agrees that, except with respect to the expiration of a Manager Vessel charter as described in Section 4(b)(ii), if the Manager decides to pursue a potential charter opportunity with a Manager Vessel instead of a Vessel, then the Manager will deliver notice to the Company informing the Company of such decision with respect to such potential charter opportunity.

(b) The parties further agree that, notwithstanding Section 4(a) above, upon the expiration of an existing charter contract of a Vessel or a Manager Vessel, as the case may be, the Manager shall act in accordance with the following:

(i) *Expiration of Vessel Charter*. Upon or in anticipation of the expiration of any charter contract relating to a Vessel, the Company shall have the right to exclusively negotiate, with the assistance of the Manager acting in accordance with Sections 2(a) and 2(b), a renewal of such contract with a Vessel, *provided*, *however*, that if the Company is not successful in obtaining a renewal of an expired charter contract and a Manager Vessel that meets the customer's requirements relating to, among other factors, suitability, specification, positioning, size and cost is available for charter at such time, the Company shall notify the Manager of such opportunity and the Manager shall be entitled to pursue such employment with a Manager Vessel.

(ii) *Expiration of Manager Vessel Charter*. Upon or in anticipation of the expiration of any charter contract relating to a Manager Vessel, the Manager shall have the right to exclusively negotiate a renewal of such contract with a Manager Vessel, *provided, however,* that if the Manager is not successful in obtaining a renewal of an expired charter and a Vessel that meets the customer's requirements relating to, among other factors, suitability, specifications, positioning, size, and cost is available for charter at such time, the Manager shall notify the Company of such opportunity and, at the request of the Company, prepare a summary of the material terms of a proposed charter contract or other employment that could be explored by the Company with a Vessel in respect of such expired charter contract in accordance with Sections 2(a) and 2(b).

(c) The Manager shall at all times devote a sufficient amount of its time, resources and personnel to provide the Management Services. Nothing in this Management Agreement shall in any way restrict the amount of time, resources or personnel devoted to the Manager Vessels or to engage independently or with others, for its or their own accounts and for the accounts of others, in other business ventures and activities of every nature and description, whether such ventures are competitive with the business of the Company, any Owner, or otherwise; provided, however, during the term of this Agreement, the Manager shall not, directly or indirectly, agree to provide management services to other companies or entities in such a manner that would conflict with its obligations to the Company under this Agreement, including without limitation, performing the Management Services to the Company and giving priority to the Vessels in seeking employment and charter over any and all other vessels (other than the Manager Vessels in the manner contemplated by Section 4 hereof) that may come under the management control of the Manager or for which the Manager or any of its subsidiaries or affiliates may provide management services with respect to. Neither the Company nor any Owner shall have any rights or obligations by virtue of this Management Agreement or otherwise in or to such independent ventures and activities or the income or profits derived therefrom.

5. Termination.

(a) Initial Term, Renewal Term. This Agreement shall have an initial term of one (1) year from the Effective Date (the "Initial Term") and shall thereafter be renewable for successive one year terms (each a "Renewal Term") upon the election of and at the option of the Company by delivering notice to the Manager not less than 90 days prior to the expiration of the Initial Term or each successive Renewal Term thereafter, as the case may be, subject to the Manager's right not to renew, which notice must be provided to the Company not less than 90 days prior to the commencement of any Renewal Term.

(b) Termination by Company. The Company may terminate this Agreement at any time after the Effective Date (i) upon not less than three (3) months prior written notice to the Manager, (ii) upon the consummation of a Manager Change of Control (as defined below) or (iii) upon the consummation of a sale of the Company whether in an initial public offering, a private sale of the Company by way of a merger, sale of equity securities, sale of assets or otherwise or any other debt or equity capital raising transaction. It is agreed that the Manager shall have no right under this Agreement or otherwise, to participate in or object to any such sale of, or transaction relating to, the Company. A Manager Change of Control shall be deemed to occur upon the occurrence of any of the following (1) the sale, lease, transfer or other disposition (other than pursuant to sale/leaseback or similar financing arrangement), in one or a series of related transactions, of all or substantially all of the Manager's assets, (2) the consummation of any transaction the result of which is that any person or group becomes the beneficial owner, directly or indirectly, of more than a majority of the Manager's outstanding voting securities, or (3) a change in directors after which a majority of the members of the board of directors of the Manager are not Continuing Directors. "Continuing Directors" shall mean, as of any date of determination, any member of the board of directors of the Manager who (i) was a member of such board of directors as of the date hereof, or (ii) was nominated for election or elected to such board of directors with, or whose election to such board of directors was approved by, the affirmative vote of the Continuing Directors who were members of such board of directors at the time of such nomination or election.

(c) Termination by Manager. The Manager may terminate this Agreement at any time after the Effective Date upon not less than three (3) months prior written notice to the Company.

(d) Termination for Cause. The Company and the Manager shall each have the right to terminate this Agreement at any time (i) if the other party becomes insolvent, admits in writing its inability to pay its debts as they become due, is adjudged bankrupt or declares bankruptcy or makes an assignment for the benefit of creditors, a proposal or similar action under the bankruptcy, insolvency or other similar laws of any applicable jurisdiction, or commences or consents to proceedings relating to it under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, or (ii) by written notice delivered to the other party if such other party shall have committed a material breach of any provision of this Agreement and, if such breach is reasonably subject to cure, such breach is continuing and has not been cured in full within ten (10) days of the receipt of such notice of termination.

(e) Termination Adjustments. Upon any termination of this Agreement in accordance with its terms, the Manager shall remit to the Company the pro-rata portion of any Management Fees held by the Manager attributable to any period following the effective date of termination of this Agreement. The Manager shall be entitled to reimbursement of any expenses advanced in accordance with Section 3(e) hereof prior to the effective date of termination of this Agreement that have not been reimbursed by the Company prior to such termination.

(f) Effect of Termination. In the event of termination of this Agreement by either Manager or the Company as provided in this Section 5, the Agreement shall forthwith become void and there shall be no liability or obligation on the part of the Company, any Owner or the Manager, except (i) Sections 5, 9, 10, 11 and 12 shall survive in accordance with their terms, (ii) the Manager Waiver shall survive in accordance with its terms, and (iii) no such termination shall relieve any party hereto from any liabilities or damages for any breach of this Agreement occurring prior to such termination.

6. "Himalaya". No employee or agent of the Manager shall be liable to the Company or an Owner for any loss, damage or delay of any nature arising directly or indirectly from any act, neglect or default relating to the performance of the Management Services by the such employee or agent of the Manager or other persons or independent contractors employed by the Manager in connection with the Management Services; provided, however, the foregoing shall in no way limit the liability, if any, of the Manager for the fraud, gross negligence, willful misconduct or willful breach of this Agreement by the Manager or its directors, officers, employees, agents or sub-contractors employed by them in connection with the Vessel or the performance of the Management Services hereunder, in each case to the extent provided in Section 7 hereof.

7. Indemnification. Except to the extent set forth in second sentence of this Section 7 or in the Manager Waiver, the Company and the Owners hereby undertake to keep the Manager and its directors, officers, employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of this Agreement, and against and in respect of all costs, losses, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Manager may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement, unless and to the extent such costs, losses, damages or expenses results from the fraud, gross negligence, recklessness, willful misconduct or willful breach of this Agreement by the Manager or its directors, officers, employees, agents or sub-contractors. The Manager shall be under no liability whatsoever to the Company or the Owner for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising from the performance of the Management Services unless and to the extent the same results from the fraud, gross negligence, willful misconduct or willful breach of this Agreement by the Manager or its directors, officers, employees, agents or sub-contractors employed by them in connection with the Vessel or the performance of the Management Services hereunder, in which case (except where loss, damage, delay or expense has resulted from the Manager's or such directors, officers, employees, agents or sub-contractors personal act or omission committed with the intent to cause the same or recklessly and with knowledge that such loss, damage, delay or expense would probably result), the Manager's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of ten times the annual management fee payable hereunder with respect to such Vessel or Vessels with respect to which such loss, damage, delay or expenses arose.

8. Force Majeure. Neither the Company, the Owner nor the Manager shall be under any liability for any failure to perform any of their obligations under this Agreement by reason of any cause whatsoever of any nature or kind beyond their reasonable control due to civil war, insurrections, strikes, riots, fires, floods, explosions, earthquakes, serious accidents, or any acts of God, or failure of transportation, epidemics, quarantine restrictions, or labor trouble causing cessation, slow down or interruption of work.

9. Non-Solicitation. During the term of this Agreement and for a period of twelve months thereafter, the Company agrees that it shall not for any reason, without the prior written consent of the Manager, solicit any person then currently employed by the Manager to join the Company as an employee, member or partner; provided, however (i) for so long as Zoullas is an employee of the Manager, the foregoing restriction shall not prohibit Zoullas' participation in the Company as contemplated by and in accordance with the terms of this Agreement and the LLC Agreement and (ii) from and after the time Zoullas ceases to be an employee of the Manager for any reason, the foregoing restriction shall not apply with respect to Zoullas.

10. Notices. Any notices required to be delivered hereunder shall be in writing and must be delivered either by hand in person, by facsimile transmission or by electronic mail or by nationally recognized overnight delivery service (receipt request) and shall be deemed given when so delivered by hand (with written confirmation of receipt), sent by facsimile transmission (with confirmation of receipt of transmission from sender’s equipment), sent by electronic mail, or if delivered by overnight delivery service when received by the addressee, in each case at the appropriate addresses set forth below (or to such other addresses as a party may designate for that purpose upon fifteen (15) days written notice to the other party).

If to the Company or any Owner at:

Delphin Shipping LLC
477 Madison Avenue
14th Floor
New York, NY 10022
Attention: Costa Tsoutsoplides
Telephone: 1-646-833-2528
E-Mail: ctsoutsoplides@delphinship.com

Kelso & Company
320 Park Avenue, 24th Floor
New York, New York 10022
Attention: James J. Connors II, Esq.
Facsimile: (212) 223-2379
E-Mail: jconnors@kelso.com

with a copy to (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: Lou R. Kling
Facsimile: (917) 777-2770
E-Mail: lou.kling@skadden.com

If to the Manager, at:

Eagle Bulk Shipping Inc.
477 Madison Avenue
Suite 1400
New York, New York 10022
Attention: Alexis Zoullas
Facsimile : 212-785-3311
E-Mail: azoullas@eagleships.com

with a copy to (which shall not constitute notice) to:

Seward & Kissel LLP
One Battery Park Plaza
New York, New York 10004
Attention: Gary J. Wolfe
Facsimile: 212 480 8421
E-Mail: wolfe@sewkis.com

11. Assignments; Successors. Neither this Agreement nor any of Manager's rights or obligations hereunder shall be directly or indirectly assigned, pledged, hypothecated, or otherwise transferred or disposed of by the Manager without the prior consent of the Company; provided, however, any of the Management Services hereunder may be subcontracted to a wholly-owned subsidiary of the Manager without the consent of the Company; provided, that notwithstanding any such subcontracting, the Manager shall remain fully liable for the due performance of its obligations under the Agreement. This Agreement shall not be assigned by the Company without the prior consent of the Manager. Subject to such limitations on the right of assignment, this Agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the parties.

12. Miscellaneous Provisions.

(a) Authority of the Parties. Each party hereto represents to the other that it is duly authorized with full power and authority to execute, deliver and perform its obligations under this Agreement. The Manager represents that its engagement hereunder has been duly authorized by the Manager and is in accordance with all governing documents of the Manager and does not conflict with any material contract, employment agreement, credit agreement or indenture to which the Manager is a party to as of the date hereof.

(b) Confidentiality. Except as (i) the parties may otherwise agreement, or (ii) may be required in the disclosing party's reasonable opinion after consultation with outside legal counsel by applicable law (including without limitation U.S. federal securities law) or compliance with the requirements of regulatory authority or stock exchange on which the shares of the Company or the Manager are listed, any non-public information or confidential information relating to this Agreement or the business or affairs of any party hereto or their affiliates shall be kept strictly confidential by the other party hereto; provided, however, in the case of clause (ii) hereof, prior to any public disclosure by a party hereto contemplated to be made in order to comply with applicable law or requirements of regulatory authorities or stock exchange requirements, the disclosing party shall provide a draft of such public disclosure or other communication to the non-disclosing party in advance and consult with the non-disclosing party regarding the contents of such disclosure and, to the extent reasonably practicable in the circumstances, take into consideration any comments on such disclosure as may be provided by the non-disclosing party.

(c) Entire Agreement. This Agreement and the Manager Waiver constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior agreement or undertaking among them with respect to such subject matter.

(d) Headings. The Section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(f) Modification. No change or modification of this Agreement shall be of any force unless such change or modification is in writing and has been signed by all of the parties.

(g) Waivers. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

(h) Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(i) Independent Contractor. The parties agree that the Manager is and shall act as an independent contractor in the performance of its duties hereunder. The Manager is not, and in the performance of its duties hereunder will not hold itself out as, an employee, agent or partner of the Company, but shall advise person with whom it deals on behalf of the Company that it is conducting such business as an independent contractor for the Company or relevant Owner.

(j) Attorneys' Fees. In any action brought by any party to enforce any of such party's rights or remedies under this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees and all costs, expenses and disbursements in connection with any such action.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflict of laws provisions) of the State of New York.

(l) Third Parties. This Agreement is not intended to, nor shall it create, any rights, claims or benefits enforceable by any person not a party to it.

[*Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

The MANAGER:

EAGLE BULK SHIPPING INC.

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

The OWNER:

DELPHIN SHIPPING LLC

By: /s/ Frank J. Loverro
Name: Frank J. Loverro
Title: Director

SCHEDULE I

LIST OF VESSELS/OWNERS

Vessel	**Owner**

Exhibit 10.5

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), dated as of the 15th day of October (the "Effective Date"), is made among Eagle Shipping International (USA) LLC, a Marshall Islands limited liability company (the "Company"), its parent Eagle Bulk Shipping Inc., a Marshall Islands corporation (the "Parent") and Sophocles N. Zoullas (the "Executive").

WHEREAS, the Board of Directors of the Parent (the "Board") has determined that it is in the best interests of the Company and the Parent for the Executive to continue to serve as the Chief Executive Officer of the Company and Chairman of the Board subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Executive desires to accept such continued service, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company, the Parent and the Executive agree as follows:

1. Employment Term. The Company hereby agrees to employ the Executive, and the Executive hereby agrees to be employed by the Company, subject to the terms and conditions of this Agreement, for a term (the "Employment Term") commencing on the Effective Date and terminating on June 18, 2017 (the "Initial Term") or upon an earlier Date of Termination, as defined in Section 3(f) below; provided, however, that commencing on the expiration of the Initial Term and each anniversary thereafter, the Employment Term shall automatically be extended for one additional year unless, not later than 90 days prior to any such anniversary, either party hereto shall have notified the other party hereto that such extension shall not take effect.

2. Terms of Employment.

(a) Position and Duties.

(i) During the Employment Term, the Executive shall serve as the Chief Executive Officer of the Company, with such duties and responsibilities as are commensurate with such position, and shall report to the Board. In addition, during the Employment Term, the Executive shall serve as Chairman of the Board. The Executive's principal location of employment shall be at the Company's offices in New York, New York; provided, however, that the Executive may be required under reasonable business circumstances to engage in business travel in connection with performing his duties under this Agreement.

(ii) During the Employment Term, the Executive shall devote substantially all of his business time and attention to the business and affairs of the Company and the Parent and use his reasonable best efforts to faithfully perform his duties and responsibilities; but notwithstanding the foregoing, nothing in this Agreement shall preclude the Executive (i) from engaging, consistent with his duties and responsibilities hereunder, in charitable, educational and community affairs, including serving on the board of directors of any charitable, educational or community organization, (ii) from managing his personal passive investments, (iii) upon approval of the Board, which approval shall not be unreasonably withheld, from serving as a director of another company; (iv) from engaging in activities approved by the Board; and (v) from managing his investment in Delphin Shipping LLC, provided that such management does not materially interfere with the Executive's duties with the Company. The Executive agrees not to take personal advantage of any business opportunities relating to general shipping which may arise during the Executive's employment hereunder which could reasonably be expected to be business opportunities that the Company or the Parent might pursue. The Executive further agrees to disclose all such opportunities, and the material facts attendant thereto, to the Board for consideration by the Company and the Parent. If within 15 business days of the Executive disclosing such business opportunities to the Board, the Board fails to adopt a resolution (and to provide a copy of same to the Executive) that it may pursue such business opportunity, the Company and the Parent will be deemed to have declined to pursue such opportunity, in which event the Executive shall be free to pursue it, provided that the Executive does not have any majority ownership interest or active day-to-day management role in any person or entity which becomes engaged in such business opportunity.

(b) Compensation and Benefits.

(i) Base Salary. During the Employment Term, the Executive shall receive an annualized base salary ("Annual Base Salary") of not less than $850,000 payable pursuant to the Company's normal payroll practices. During the Employment Term, the current Annual Base Salary shall be reviewed for increase at such time, and in the same manner as the salaries of senior officers of the Company are reviewed generally.

(ii) Annual Bonus. For each calendar year of the Company completed during the Employment Term, the Executive shall be eligible to receive a discretionary cash bonus ("Annual Bonus") as determined by the Compensation Committee of the Board (the "Committee"). The performance goals attributable to the Annual Bonus shall be set by the Committee following reasonable consultation with the Executive. The Annual Bonus shall be paid as soon as practicable following the determination of such bonus by the Committee and in no event later than the 15th day of the third month following the end of the taxable year (of the Company or the Executive, whichever is later) for which the bonus is payable. During the calendar years of 2014 and 2015, the Executive will have a target Annual Bonus opportunity equal to 50% of Annual Base Salary and a maximum Annual Bonus opportunity equal to 75% of Annual Base Salary.

(iii) Equity Compensation Plans. During the Employment Term, the Executive shall be eligible to receive equity-incentive compensation in the Parent to be awarded in the sole discretion of the Committee at levels commensurate with the benefits provided to other senior officers and with adjustments appropriate for his position as the Chief Executive Officer. All such equity-based awards shall be subject to the terms and conditions set forth in the applicable plan and agreements, and in all cases shall be as determined by the Committee.

(iv) Initial Equity Grants. Effective as of the Effective Date, the Company shall grant Executive 540,540 shares of restricted stock, an option to purchase 675,676 shares of common stock at an exercise price of $18, and an option to purchase 810,811 shares of common stock at an exercise price of $25.25 under the Company's 2014 Equity Incentive Plan (the "Equity Incentive Plan"), each vesting ratably over a four year period, 25% on each anniversary of the date of grant, in accordance with and subject to the terms and conditions set forth in the Equity Incentive Plan and the award agreements substantially in the forms attached hereto as Exhibit B. The Executive shall also receive not less than 60% of the total compensation to be awarded under the Equity Incentive Plan.

(v) Benefits. During the Employment Term, the Company shall provide the Executive with participation in such benefit plans and fringe benefits as it provides generally to similarly situated senior executives, all in accordance with the eligibility provisions of such plans and benefits.

(vi) Expense Reimbursement. During the Employment Term, the Executive shall, upon submission of adequate documentary evidence reasonably satisfactory to the Company, be entitled to reimbursement of reasonable and necessary out-of-pocket expenses incurred in the performance of his duties hereunder on behalf of the Company, subject to, and consistent with, the Company's policies for expense payment and reimbursement, in effect from time to time. All expenses reimbursable pursuant to this Agreement shall be reimbursed by the end of the calendar year following the year in which the expenses were incurred.

(vii) Vacation. During the Employment Term, the Executive shall be eligible for paid vacation in accordance with the policies of the Company as may be in effect from time to time for senior officers generally; provided, however, that during each full calendar year of the Employment Term, Executive shall be entitled to at least four (4) weeks of paid vacation, prorated for each partial calendar year of the Employment Term.

(viii) Life Insurance. The Company shall continue to provide the Executive with a life insurance policy during the Employment Term of this Agreement, as determined by mutual agreement of the Company and the Executive.

3. Termination of Employment.

(a) Death or Disability. The Executive's employment shall terminate automatically upon the Executive's death during the Employment Term. If the Company determines in good faith that the Disability of the Executive has occurred during the Employment Term (pursuant to the definition of Disability set forth below), it may provide the Executive with a Notice of Termination. In such event, the Executive's employment with the Company shall terminate effective on the 30th day after receipt of such notice by the Executive (the "Disability Effective Date"); provided, that, within the 30-day period after such receipt, the Executive shall not have returned to full time performance of the Executive's duties. For purposes of this Agreement, "Disability" shall mean the inability of the Executive to perform his duties with the Company on a full-time basis for 180 consecutive days or for 180 intermittent days in any one-year period as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a licensed physician selected by the Company or its insurers and reasonably acceptable to the Executive or the Executive's legal representative. If the parties cannot agree on a licensed physician, each party shall select a licensed physician and the two physicians shall select a third who shall be the approved licensed physician for this purpose.

(b) Cause. The Company may terminate the Executive's employment during the Employment Term either with or without Cause by providing a Notice of Termination to the Executive, provided that if such termination is with Cause, such Notice of Termination may be provided to the Executive at any time following the adoption of a written resolution by the Board (which shall require an affirmative vote of not less than a majority of the Board (not including the Executive)) that there is "Cause" for such termination. For purposes of this Agreement, "Cause" shall mean:

(i) the Executive's continuing refusal to perform his duties or to follow a lawful direction of the Board;

(ii) the Executive's intentional act or acts of dishonesty which Executive intended to result in his personal, more-than-immaterial enrichment;

(iii) the Executive's documented willful malfeasance or willful misconduct in connection with his employment or Executive's willful and deliberate insubordination; or

(iv) the Executive is convicted of a felony or the Executive enters a plea of nolo contendere to a felony.

(c) The Executive's employment may be terminated by the Executive for Good Reason if (x) an event or circumstance set forth in the clauses of this Section 3(c) occurs and the Executive provides the Company with written notice within 90 days after the Executive has knowledge of the occurrence or existence of the event or circumstance (the notice must specifically identify the event or circumstance that the Executive believes constitutes Good Reason), (y) the Company fails to correct the event or circumstance within 30 days after the receipt of the notice, and (z) the Executive resigns within 60 days after the date of delivery of the notice referred to in clause (x) above (after the expiration of the 30 day cure period in clause(y) above). "Good Reason" means, in the absence of the Executive's written consent, any of the following:

(i) a material diminution by the Company in the Executive's Base Salary;

(ii) a material diminution by the Company in the Executive's Annual Bonus;

(iii) a material diminution in the Executive's authority, duties, or responsibilities; provided, that, the Executive's removal as Chairman of the Board shall not be deemed Good Reason; provided further, however, that the Executive's removal from membership on the Board shall constitute Good Reason (unless such removal is as a result of death, Disability, termination of the Executive's employment for Cause or at the request of the Executive, other than at the request of the Executive for Good Reason);

(iv) a requirement that the Executive report to a corporate officer or employee instead of reporting directly to the Board;

(v) a material diminution in the budget over which the Executive retains authority;

(vi) a material change in the geographic location at which the Executive must perform the services; or

(vii) any other action or inaction that constitutes a material breach of the terms of the Executive's Agreement.

(d) Voluntary Termination. The Executive may voluntarily terminate his employment without Good Reason and such termination shall not be deemed to be a breach of this Agreement.

(e) Notice of Termination. Any termination by the Company for Cause, without Cause or for Disability, or by the Executive for Good Reason or without Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 10(b) of this Agreement. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, where applicable, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) sets forth the applicable Date of Termination as provided below. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(f) Date of Termination. "Date of Termination" means the date specified in the Notice of Termination.

(g) Resignation from All Positions. Notwithstanding any other provision of this Agreement, upon the termination of the Executive's employment for any reason, the Executive shall immediately resign as of the Date of Termination from all positions that he holds or has ever held with the Company and the Parent, including, without limitation, the Board. The Executive hereby agrees to execute any and all documentation to effectuate such resignations upon request by the Company, but he shall be treated for all purposes as having so resigned upon termination of his employment, regardless of when or whether he executes any such documentation.

(h) Separation From Service Under Section 409A. Notwithstanding the foregoing, the Executive will not be entitled to the benefits provided in Section 4 on account of a Date of Termination unless the Executive has incurred a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

4. Obligations of the Company upon Termination.

(a) Good Reason; Other Than for Cause. If, during the Employment Term, (1) the Company shall terminate the Executive's employment other than for Cause, death or Disability or (2) the Executive shall terminate employment for Good Reason:

(i) the Company shall pay to the Executive in a lump sum in cash within 60 days (except as specifically provided in Section 4(a)(i)(A)(3) and 4(a)(iii)) after the Date of Termination, or if later, as provided in Section 6 below, the aggregate of the following amounts:

A. the sum of (1) the Executive's accrued but unpaid Annual Base Salary and any accrued but unused vacation pay through the Date of Termination, (2) the Executive's business expenses that are reimbursable pursuant to Section 2(b)(vii) but have not been reimbursed by the Company as of the Date of Termination, subject to such deadline for payment set forth in such section, (3) the Executive's Annual Bonus for the calendar year immediately preceding the calendar year in which the Date of Termination occurs if such bonus has been determined or earned but not paid as of the Date of Termination (at the time such Annual Bonus would otherwise have been paid), and (4) an amount equal to the product of the Executive's Additional Bonus multiplied by a fraction, the numerator of which is the number of days in the year in which the Date of Termination occurs through the Date of Termination and the denominator of which is 365 (collectively, the "Accrued Obligations"); and

B. the amount equal to the product of (x) two and (y) the sum of (I) the Executive's Annual Base Salary and (II) the Additional Bonus (as defined below); and

(ii) for two years after the Executive's Date of Termination, the Company shall continue medical and life insurance benefits to the Executive (and, if applicable, to any dependents of the Executive who received such benefits under his coverage prior to the Date of Termination) at least equal to those that would have been provided to the Executive (and to any such dependent) in accordance with the plans, programs, practices and policies of the Company if the Executive's employment had not been terminated; provided, that the Executive continues to make all required contributions; and

(iii) all equity awards in the Parent held by the Executive ("Equity Awards") shall vest as if the Executive remained employed for an additional year beyond the Date of Termination; provided, that, with respect to the Equity Awards to be granted in accordance with Section 2(b)(iv), the Executive shall vest in the Equity Awards to an extent no less than the Executive would have vested in such Equity Awards had the Executive remained employed for two years immediately following the date of grant under the applicable Equity Award. With respect to any Equity Awards which are stock options or stock appreciation rights, such Equity Awards shall remain exercisable until the later of one year after the date of termination and the original expiration date of such options or stock appreciation rights.

Except with respect to payments and benefits under Sections 4(a)(i)(A)(l) and 4(a)(i)(A)(2) and 4(a)(iii), all payments and benefits to be provided under this Section 4(a) shall be subject to the Executive's delivering to the Company, and not revoking, a signed release of claims substantially in the form of Exhibit A hereto within fifty-two days following Executive's Date of Termination.

"Additional Bonus" means an amount equal to (i) 62.5% of Base Salary if the Date of Termination occurs within the first two calendar years following the Effective Date and (ii) 100% of Base Salary if the Date of Termination is at any time thereafter.

(b) Cause; Other than for Good Reason. If the Executive's employment shall be terminated for Cause or if the Executive terminates his employment without Good Reason during the Employment Term, this Agreement shall terminate without further obligations to the Executive other than the obligation to pay or provide to the Executive an amount equal to the amount set forth in clauses (1), (2), and (except in the event of a termination by the Company for Cause) (3) and (4) of Section 4(a)(i)(A) above.

(c) Death. If the Executive's employment is terminated by reason of the Executive's death during the Employment Term, this Agreement shall terminate without further obligations to the Executive's legal representatives under this Agreement, other than: (i) the obligation to pay or provide to the Executive's beneficiaries the Accrued Obligations, and (ii) the vesting of Equity Awards as provided in subsection (e) below.

(d) Disability. If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Term, this Agreement shall terminate without further obligations to the Executive, other than: (i) the obligation to pay or provide to the Executive the Accrued Obligations, and (ii) the vesting of Equity Awards as provided in subsection (e) below.

(e) Vesting of Equity on Death or Disability. With respect to Executive's Equity Awards, if the Executive's employment is terminated by reason of death or Disability, such awards shall vest as provided in the first sentence of Section 4(a)(iii) above, provided that any stock options or stock appreciation rights shall become fully exercisable and shall remain exercisable for a period of 12 months after such termination (or until the earlier original expiration date of such options or stock appreciation rights).

5. Section 280G.

(a) Notwithstanding any other provisions in this Agreement, in the event that any payment or benefit received or to be received by the Executive (including any payment or benefit received in connection with a change in control of the Parent or the Company or the termination of the Executive's employment, whether pursuant to the terms of this Agreement or any other plan, program, arrangement or agreement) (all such payments and benefits, together, the "Total Payments") would be subject (in whole or part), to any excise tax imposed under Section 4999 of the Code, or any successor provision thereto (the "Excise Tax"), then, after taking into account any reduction in the Total Payments provided by reason of Section 280G of the Code in such other plan, program, arrangement or agreement, the Company will reduce the Total Payments to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax (but in no event to less than zero); provided, however, that the Total Payments will only be reduced if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state, municipal and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state, municipal and local income taxes on such Total Payments and the amount of Excise Tax to which the Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(b) In the case of a reduction in the Total Payments, the Total Payments will be reduced in the following order: (i) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in clauses (ii) or (iv) will be next reduced pro-rata. Any reductions made pursuant to each of clauses (i)-(v) above will be made in the following manner: first, a pro-rata reduction of cash payment and payments and benefits due in respect of any equity not subject to Section 409A, and second, a pro-rata reduction of cash payments and payments and benefits due in respect of any equity subject to Section 409A as deferred compensation.

(c) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax: (i) no portion of the Total Payments the receipt or enjoyment of which the Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code will be taken into account; (ii) no portion of the Total Payments will be taken into account which, in the opinion of tax counsel ("Tax Counsel") reasonably acceptable to the Executive and selected by the accounting firm which was, immediately prior to the change in control, the Company's independent auditor (the "Auditor"), does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments will be taken into account which, in the opinion of Tax Counsel, constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as set forth in Section 280G(b)(3) of the Code) that is allocable to such reasonable compensation; and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments will be determined by the Auditor in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

(d) At the time that payments are made under this Agreement, the Company will provide the Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations, including any opinions or other advice the Company received from Tax Counsel, the Auditor, or other advisors or consultants (and any such opinions or advice which are in writing will be attached to the statement). If the Executive objects to the Company's calculations, the Company will pay to the Executive such portion of the Total Payments (up to 100% thereof) as the Executive determines is necessary to result in the proper application of this Section 5. All determinations required by this Section 5 (or requested by either the Executive or the Company in connection with this Section 5) will be at the expense of the Company. The fact that the Executive's right to payments or benefits may be reduced by reason of the limitations contained in this Section 5 will not of itself limit or otherwise affect any other rights of the Executive under this Agreement.

6. Section 409A – Six Month Delay on Separation From Service if Required. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, amounts that would otherwise be payable under this Agreement during the six-month period immediately following the Executive's termination, shall instead be paid on the first business day after the expiration of such six-month period, plus interest thereon, at a rate equal to the applicable Federal short-term rate (as defined in Section 1274(d) of the Code) for the month in which such Date of Termination occurs from the respective dates on which such amounts would otherwise have been paid until the actual date of payment.

7. Full Settlement. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and such amounts shall not be reduced as a result of a mitigation duty whether or not the Executive obtains other employment. To the extent permitted by applicable law, the Company shall pay directly to the Executive all reasonable legal fees and expenses reasonably incurred by the Executive in connection with the negotiation and preparation of this Agreement. All expenses reimbursable pursuant to this Agreement shall be reimbursed as soon as practicable but in no event later than the end of the calendar year following the year in which the expenses were incurred.

8. Covenants. In order to induce the Company to enter into this Agreement, as a material condition of his employment by the Company, the Executive agrees as follows:

(a) Nonsolicitation and Noncompetition.

(i) Nonsolicitation. During the "Restricted Period" (as defined below), the Executive, on his own behalf or on behalf of any other person, partnership, corporation or other entity, will not, directly or indirectly, (i) intentionally solicit or induce or attempt to solicit or induce any employee, agent or consultant to terminate his or her relationship with the Company, or (ii) intentionally take any action to interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between the Company and any customer, supplier, lessor, lessee, broker or employee or any other person or entity which has a business relationship with the Company. For purposes hereof, the "Restricted Period" means the period commencing on the date of this Agreement and terminating twelve (12) months following the termination of the Executive's employment with the Company for any reason or no reason. As used in this Section 8, "Company" shall include the Company, the Parent and their affiliates.

(ii) Noncompetition. During the Restricted Period, the Executive shall not engage in any Competitive Activity (as defined below). If the Executive engages in Competitive Activity in breach of this Section following the Date of Termination, then the Company shall be entitled, on a non-exclusive basis, and at the Company's sole election, to (i) seek money damages to the extent they can reasonably be determined; and (ii) seek injunctive and equitable relief on both a provisional and permanent basis in accordance with Section 8(f) hereof. The Company shall give the Executive prior written notice of any perceived breach and 10 business days to cure prior to taking any action. As used in this Section, "Competitive Activity" means involvement in the management or operation of or control, direct or indirect, of a company that operates vessels, of which at least 80% (by number of ships) are dry bulk vessels, wherever such business is located in the world if such business is or reasonably could become a competitor of the Company at the time the Executive becomes affiliated with such company.

(b) Property of the Company.

(i) Proprietary Information. All right, title and interest in and to "Proprietary Information" (as defined below) will be and shall remain the sole and exclusive property of the Company. The Executive will not remove from the Company's offices or premises any documents, records, notebooks, files, correspondence, reports, memoranda or similar materials of or containing Proprietary Information, or other materials or property of any kind belonging to the Company unless necessary or appropriate in the performance of his duties to the Company. If the Executive removes such materials or property in the performance of his duties, the Executive will return such materials or property to their proper files or places of safekeeping as promptly as possible after the removal has served its specific purpose. The Executive will not make, retain, remove and/or distribute any copies of any such materials or property, or divulge to any third person the nature of and/or contents of such materials or property or any other oral or written information to which he may have access or become familiar in the course of his employment, except to the extent necessary in the performance of his duties. Upon termination of the Executive's employment with the Company for whatever reason and whether voluntary or involuntary, or at any time at the request of the Company, he will leave with the Company or promptly return to the Company all originals and copies of such materials or property then in his possession and shall not retain any copies or other reproductions or extracts thereof except for historical financial or corporate information reasonably required to be retained for tax or related purposes. The foregoing restrictions and obligations under this Section 8(b) shall not apply to: (A) any Proprietary Information that is or becomes generally available to the public other than as a result of a disclosure by the Executive, (B) any information obtained by the Executive from a third party which the Executive has no reason to believe is violating any obligation of confidentiality to the Company, or (C) any information the Executive is required by law to disclose. In the event that the Executive is requested in any proceeding to disclose any Proprietary Information, the Executive agrees to give the Company prompt written notice of such request and the documents requested thereby so that the Company may seek an appropriate protective order. It is further agreed that if, in the absence of a protective order, the Executive is nonetheless, in the written opinion of his counsel, compelled to disclose Proprietary Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, the Executive may disclose such information to such tribunal without liability hereunder; provided, however, that the Executive must give the Company written notice of the information to be disclosed (including copies of the relevant portions of the relevant documents) as far in advance of its disclosure as is practicable, use all reasonable efforts to limit any such disclosure to the precise terms of such requirement and use all reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such information.

"Proprietary Information" means any and all information of the Company or of any subsidiary of the Company. Such Proprietary Information shall include, but shall not be limited to, the following items and information relating to the following items: (A) all intellectual property and proprietary rights of the Company (including without limitation Intellectual Property) (B) computer codes or instructions (including source and object code listings, program logic algorithms, subroutines, modules or other subparts of computer programs and related documentation, including program notation), computer processing systems and techniques, all computer inputs and outputs (regardless of the media on which stored or located), hardware and software configurations, designs, architecture and interfaces, (C) business research, studies, procedures and costs, (D) financial data, (E) distribution methods, (F) marketing data, methods, plans and efforts, (G) the terms of contracts and agreements with customers, contractors and suppliers, (H) the needs and requirements of, and the Company's course of dealing with, actual or prospective customers, contractors and suppliers, (I) personnel information, (J) customer and vendor credit information, and (K) any information received from third parties subject to obligations of non-disclosure or non-use. Failure by the Company to mark any of the Proprietary Information as confidential or proprietary shall not affect its status as Proprietary Information under the terms of this Agreement.

(ii) Intellectual Property. The Executive agrees that all "Intellectual Property" (as defined below) will be considered "works made for hire" as that term is defined in Section 101 of the Copyright Act (17 U.S.C. § 101) and that all right, title and interest in such Intellectual Property will be the sole and exclusive property of the Company. To the extent that any of the Intellectual Property may not by law be considered a work made for hire, or to the extent that, notwithstanding the foregoing, the Executive retains any interest in the Intellectual Property, the Executive hereby irrevocably assigns and transfers to the Company any and all right, title or interest that the Executive may now or in the future have in the Intellectual Property under patent, copyright, trade secret, trademark or other law, in perpetuity or for the longest period otherwise permitted by law, without the necessity of further consideration. The Company will be entitled to obtain and hold in its own name all copyrights, patents, trade secrets, trademarks and other similar registrations with respect to such Intellectual Property. The Executive further agrees to execute any and all documents and provide any further cooperation or assistance reasonably required by the Company to perfect, maintain or otherwise protect its rights in the Intellectual Property. If the Company is unable after reasonable efforts to secure the Executive's signature, cooperation or assistance in accordance with the preceding sentence, whether because of the Executive's incapacity or any other reason whatsoever, the Executive hereby designates and appoints the Company or its designee as the Executive's agent and attorney-in-fact, to act on her behalf, to execute and file documents and to do all other lawfully permitted acts necessary or desirable to perfect, maintain or otherwise protect the Company's rights in the Intellectual Property. The Executive acknowledges and agrees that such appointment is coupled with an interest and is therefore irrevocable.

"Intellectual Property" means (A) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents and patent applications claiming such inventions, (B) all trademarks, service marks, trade dress, logos, trade names, fictitious names, brand names, brand marks and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (C) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (D) all mask works and all applications, registrations, and renewals in connection therewith, (E) all trade secrets (including research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, methodologies, technical data, designs, drawings and specifications), (F) all computer software (including data, source and object codes and related documentation), (G) all other proprietary rights, and (H) all copies and tangible embodiments thereof (in whatever form or medium), or similar intangible personal property which have been or are developed or created in whole or in part by the Executive (1) at any time and at any place while the Executive is employed by Company and which, in the case of any or all of the foregoing, are related to or used in connection with the business of the Company, or (2) as a result of tasks assigned to the Executive by the Company.

(c) Interpretation; Severability. The Executive has carefully considered the possible effects on the Executive of the confidentiality provisions and the other obligations contained in this Agreement and the Executive recognizes that the limitations are reasonable and necessary to protect the legitimate business interests, developing new Proprietary Information and Intellectual Property and developing goodwill of the Company. The parties hereto agree that if any portion of the above restrictive covenants are held to be unreasonable, arbitrary, against public policy, or for any other reason unenforceable, the covenants herein shall be considered diminishable both as to time and geographic area; each month for the specified period shall be deemed a separate period of time, and the restrictive covenants shall remain effective so long as the same is not unreasonable, arbitrary or against public policy, but in no event longer than the Restricted Period. The parties hereto agree that in the event any court determines the specified time period or the specified geographic area to be unreasonable, arbitrary or against public policy, a lesser period or geographic area which is determined to be reasonable, nonarbitrary and not against public policy having an effect as close as permitted by applicable law to the provision declared unenforceable shall be enforced against the Executive.

(d) Calculation of Time. The time period covered by the restrictive covenants contained in this Section 8 shall not include any period(s) of violation of any restrictive covenant.

(e) Independent Covenants. The covenants set forth in this Section 8 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any potential or alleged claim or cause of action of the Executive against the Company or the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants contained herein. An alleged or actual breach of this Agreement by the Company shall not be a defense to enforcement of the provisions of this Section 8. It is acknowledged and agreed that the provisions of this Section 8 shall survive the termination of this Agreement.

(f) Injunction; Specific Performance. The Executive acknowledges that if he were to breach any of the provisions of this Section 8, it would result in an immediate and irreparable injury to the legitimate business interests of the Company for which monetary damages alone might not be an adequate remedy and that the amount of such damages may be difficult to determine. Therefore, the Executive agrees that if any such breach shall occur, if the Company so elects, and in addition to all other remedies that the Company may have, the Company shall be entitled to seek injunctive relief, specific performance, or any other form of equitable relief to remedy a breach or threatened breach of this Agreement. The existence of this right shall not preclude or otherwise limit the applicability or exercise of any other rights or remedies which the Company may have at law or in equity. If any action is brought by the Company pursuant to this Section 8, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred in such action, the amount of such reasonable attorneys' fees to be determined by the court and not a jury.

9. Successors. This Agreement is binding on and may be enforced by the Company or the Parent and their successors and assigns and is binding on and may be enforced by the Executive and the Executive's heirs and legal representatives. The Company or the Parent shall cause any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial portion of its business and/or assets to assume expressly and agree to perform this Agreement immediately upon such succession in the same manner and to the same extent that the Company or the Parent would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as defined above and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

10. Miscellaneous.

(a) This Agreement will be governed by the laws of the State of New York. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting the Borough of Manhattan in The City of New York. The parties hereto hereby (i) submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan in The City of New York for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

(b) Notices under this Agreement must be in writing and will be deemed to have been given (i) when personally delivered or (ii) three business days after mailed by U.S. registered or certified mail, return receipt requested and postage prepaid, and will be addressed as follows:

If to the Executive:
Sophocles N. Zoullas
c/o Eagle Shipping International (USA) LLC
477 Madison Ave.
New York, NY 10022

If to the Company:

Eagle Shipping International (USA) LLC
477 Madison Ave.
New York, NY 10022
Attention: Board of Directors

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such federal, state or local income taxes to the extent the same required to be withheld pursuant to any applicable law or regulation.

(e) Subject to the provisions of Section 3(c), the Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive, the Company or the Parent may have hereunder, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) From and after the Effective Date, this Agreement shall supersede any other employment agreement or understanding between the parties with respect to the subject matter hereof except as otherwise specifically set forth in this Agreement.

(g) Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Executive pursuant to this Agreement or any other agreement or arrangement with the Company, which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as is required to be made pursuant to such law, government regulation or stock exchange listing requirement.

11. Director's and Officer's Insurance; Indemnification.

(a) The Company shall indemnify the Executive, to the fullest extent permitted by applicable law, against all costs, charges and expenses incurred or sustained by the Executive, including the cost and expenses of legal counsel, in connection with any action, suit or proceeding (collectively a "Proceeding") to which the Executive may be made a party by reason of the Executive being or having been an officer, director, or employee of the Company or Parent or any of its subsidiaries or affiliates. Notwithstanding the preceding, the Executive shall not be entitled to indemnification in connection with any gross negligence or willful misconduct of the Executive.

(b) The Executive shall be covered during the entire term of this Agreement and thereafter for at least six (6) years by officer and director liability insurance in amounts and on terms similar to that afforded to other executives and/or directors of the Company and the Parent or their affiliates, which such insurance shall be paid by the Company or the Parent.

12. Section 409A. If it is determined that any amount due the Executive under the terms of this Agreement has been structured in a manner that would result in adverse tax treatment under Section 409A of the Code ("Section 409A"), the parties agree to cooperate in taking all reasonable measures to restructure the arrangement to minimize or avoid such adverse tax treatment without materially impairing Executive's economic rights and without materially increasing the cost to the Company. Each payment made under this Agreement (including each separate installment payment in the case of a series of installment payments) shall be deemed to be a separate payment for purposes of Section 409A. Amounts payable under this Agreement shall be deemed not to be a "deferral of compensation" subject to Section 409A to the extent provided in the exceptions in Treasury Regulation §§ 1.409A-1(b)(4) ("short-term deferrals") and (b)(9) ("separation pay plans," including the exception under subparagraph (iii)) and other applicable provisions of Section 409A. For purposes of this Agreement, with respect to payments of any amounts that are considered to be "deferred compensation" subject to Section 409A, references to "termination of employment", "termination", or words and phrases of similar import, shall be deemed to refer to the Executive's "separation from service" as defined in Section 409A, and shall be interpreted and applied in a manner that is consistent with the requirements of Section 409A. Notwithstanding anything to the contrary in this Agreement, any payment or benefit under this Agreement or otherwise that is exempt from Section 409A pursuant to Treasury Regulation § 1.409A-1(b)(9)(v)(A) or (C) (relating to certain reimbursements and in-kind benefits) shall be paid or provided to the Executive only to the extent that the expenses are not incurred, or the benefits are not provided, beyond the last day of the second calendar year following the calendar year in which the Executive's "separation from service" occurs; and provided further that such expenses are reimbursed no later than the last day of the third calendar year following the calendar year in which the Executive's "separation from service" occurs. To the extent any expense reimbursement, or the provision of any in-kind benefit is determined to be subject to Section 409A (and not exempt pursuant to the prior sentence or otherwise), the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect the payment or provision of in-kind benefits or expenses eligible for reimbursement in any other calendar year (except for any life-time or other aggregate limitation applicable to medical expenses), and in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which the Executive incurred such expenses, and in no event shall any right reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit.

13. Survival. The rights and obligations of the parties under the provisions of this Agreement (including without limitation, Sections 5 through 13) shall survive, and remain binding and enforceable, notwithstanding the expiration of the Employment Term, the termination of this Agreement, the termination of Executive's employment hereunder or any settlement of the financial rights and obligations arising from Executive's employment hereunder, to the extent necessary to preserve the intended benefits and obligations of such provisions.

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and, pursuant to the authorization from the Board, the Company and the Parent have caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

SOPHOCLES N. ZOULLAS

/s/ Sophocles N. Zoullas

EAGLE SHIPPING INTERNATIONAL (USA) LLC

By: /s/ Adir Katzav

Name: Adir Katzav

Title: Chief Financial Officer

EAGLE BULK SHIPPING INC.

By: /s/ Adir Katzav

Name: Adir Katzav

Title: Chief Financial Officer

Exhibit A

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the "Release") is made as of this day of , , among Eagle Shipping International (USA) LLC, a Marshall Islands limited liability company (the "Company"), its parent Eagle Bulk Shipping Inc., a Marshall Islands corporation (the "Parent") and Sophocles N. Zoullas (the "Executive").

1. Executive hereby voluntarily, knowingly and willingly releases and forever discharges the Company, its Parent and their subsidiaries and affiliates, and each of their respective officers, directors, partners, members, shareholders, employees, attorneys, representatives and agents, and each of their predecessors, successors and assigns (collectively, the "Company Releasees"), from any and all charges, complaints, claims, promises, agreements, controversies, causes of action and demands of any nature whatsoever which against them Executive or Executive's executors, administrators, successors or assigns ever had, now have or hereafter can, shall or may have by reason of any matter, cause or thing whatsoever (a) arising prior to the time Executive signs this Release; (b) arising prior to the time Executive signs this Release out of or relating to Executive's employment with the Company, service as a member of the Board or the termination thereof; or (c) arising prior to the time Executive signs this Release out of or relating to (i) the Employment Agreement between the Company and the Executive, dated October 15, 2014 and (ii) any relevant agreement, contract, plan, practice, policy or program of the Company. This Release includes, but is not limited to, any rights or claims arising under any statute, including the Employee Retirement Income Security Act of 1974, Title VII of the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, or any other foreign, federal, state or local law or judicial decision, including, but not limited to, and any rights or claims under any policy, agreement, understanding or promise, written or oral, formal or informal, between Executive and any of the Company Releasees. The foregoing Release shall not apply to (i) claims that cannot be released under applicable law, including, but not limited to, any claim for unpaid wages, workers' compensation benefits, unemployment benefits; (ii) legally mandated benefits; (iii) vested benefits, if any, under any equity plan, qualified or nonqualified savings and pension plans in which Executive may have participated during his employment with the Company or its affiliates; (iv) any claim related to indemnification for acts performed while an officer or director of the Company or the Parent or their affiliates as permitted under applicable law and the bylaws of the Company or the Parent or their affiliates, as appropriate; or (v) any claim that may be raised by Executive in his capacity as an equity-holder of the Parent or its affiliates .

2. Executive acknowledges that Executive has not filed any complaint, charge, claim or proceeding, against any of the Company Releasees before any local, state, federal or foreign agency, court or other body (each individually a "Proceeding"). Executive represents that Executive is not aware of any basis on which such a Proceeding could reasonably be instituted. Executive (i) acknowledges that Executive will not initiate or cause to be initiated on his behalf any Proceeding and will not participate in any Proceeding, in each case, except as required by law; and (ii) waives any right Executive may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding, including any Proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"). Notwithstanding the above, nothing in Section 1 of this Release shall prevent Executive from (i) initiating or causing to be initiated on his behalf any complaint, charge, claim or proceeding against the Company before any local, state or federal agency, court or other body challenging the validity of the waiver of his claims under the ADEA contained in Section 1 of this Release (but no other portion of such waiver); (ii) initiating or participating in an investigation or proceeding conducted by the EEOC; or (iii) enforcing any of the claims preserved by the last sentence of Section 1 of this Release.

3. Executive acknowledges that Executive has been advised that he has twenty-one (21) days from the date of receipt of this Release to consider all the provisions of this Release and he does hereby knowingly and voluntarily waive said given twenty-one (21) day period. EXECUTIVE FURTHER ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS RELEASE CAREFULLY, HAS BEEN ADVISED BY THE COMPANY TO, AND HAS IN FACT, CONSULTED AN INDEPENDENT ATTORNEY WHO IS NOT AFFILIATED WITH AND HAS NO DUTY TO, THE COMPANY, AND FULLY UNDERSTANDS THAT BY SIGNING BELOW EXECUTIVE IS GIVING UP CERTAIN RIGHTS WHICH HE MAY HAVE TO SUE OR ASSERT A CLAIM AGAINST ANY OF THE RELEASEES, AS DESCRIBED IN SECTION 1 OF THIS RELEASE AND THE OTHER PROVISIONS HEREOF. EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS NOT BEEN FORCED OR PRESSURED IN ANY MANNER WHATSOEVER TO SIGN THIS RELEASE, AND EXECUTIVE AGREES TO ALL OF ITS TERMS VOLUNTARILY.

4. Executive hereby acknowledges and understands that Executive shall have seven (7) days from the date of execution of this Release to revoke this Release (including, without limitation, any and all claims arising under the ADEA) and that neither the Company, the Parent nor any other person is obligated to provide any benefits to Executive pursuant to the Employment Agreement until eight (8) days have passed since Executive's signing of this Release without Executive having revoked this Release, in which event the Company shall arrange and/or pay for any such benefits otherwise attributable to said eight- (8) day period, consistent with the terms of the Employment Agreement. If Executive revokes this Release, Executive will be deemed not to have accepted the terms of this Release, and no action will be required of the Company or the Parent under any section of this Release.

5. This Release does not constitute an admission of liability or wrongdoing of any kind by Executive or the Company or the Parent.

6. This Release shall be governed and construed in accordance with the laws of New York, without reference to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Executive, the Company and the Parent have executed the Release as of the date and year first written above.

SOPHOCLES N. ZOULLAS

EAGLE SHIPPING INTERNATIONAL (USA) LLC

By: _____

Name: _____

Title: _____

EAGLE BULK SHIPPING INC.

By: _____

Name: _____

Title: _____