

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): **April 18, 2016**

Eagle Bulk Shipping Inc.

(Exact name of registrant as specified in its charter)

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

001-33831
(Commission File Number)

98-0453513
(IRS employer identification no.)

300 First Stamford Place
5th Floor
Stamford, CT 06902
(Address of principal executive offices, including zip code)

(203) 276-8100
(Registrant's telephone number, including area code)

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

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

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

As previously reported in the Company's Current Report on Form 8-K dated March 30, 2016, and filed with the Securities and Exchange Commission on such date (the "March 8-K"), on March 30, 2016, the Company entered into a nominating agreement (the "Nominating Agreement") with GoldenTree Asset Management LP, acting in its capacity as investment manager or advisor to certain private investment funds and managed accounts ("GoldenTree"), pursuant to which the Company agreed that GoldenTree will have the right to designate one individual to serve as a member of the Board of Directors of the Company (the "Board") and on a committee of the Board selected by GoldenTree (subject to any independence requirement imposed by law or by the rules of any national securities exchange on which the Company's common stock may be listed or traded) so long as GoldenTree and its affiliates beneficially own a number of shares of common stock equal to or greater than 80% of the GoldenTree Threshold Amount (as defined in the March 8-K).

On April 18, 2016, GoldenTree and the Company entered into an amendment to the Nominating Agreement (the "First Amendment to Nominating Agreement") to, among other things, amend the definition of the GoldenTree Threshold Amount to include an additional requirement that GoldenTree own at least 5% of the Company's common stock at any time outstanding. This amendment was a result of discussions between the Company and the Nasdaq Stock Market.

The foregoing description of First Amendment to Nominating Agreement does not purport to be complete, and is qualified in its entirety by reference to the full text of such agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

The following exhibits are furnished herewith:

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Nominating Agreement, dated as of April 18, 2016, by and between Eagle Bulk Shipping Inc. and GoldenTree Asset Management LP.

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: April 18, 2016

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

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Nominating Agreement, dated as of April 18, 2016, by and between Eagle Bulk Shipping Inc. and GoldenTree Asset Management LP.

FIRST AMENDMENT TO NOMINATING AGREEMENT

This FIRST AMENDMENT TO NOMINATING AGREEMENT (this “Amendment”), dated as of April 18, 2016, is entered into by and between Eagle Bulk Shipping Inc., a Marshall Islands corporation (the “Company”), and GoldenTree Asset Management LP, a Delaware limited partnership (“GoldenTree”), acting in its capacity as investment manager or advisor to certain private investment funds and managed accounts (the “GoldenTree Funds”).

WHEREAS, the Company and GoldenTree entered into that certain Nominating Agreement (the “Nominating Agreement”), dated as of March 30, 2016; and

WHEREAS, the Company and GoldenTree desire to amend the Nominating Agreement pursuant to Section 5.9(a) of the Nominating Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Nominating Agreement.

Section 2. Amendments. The Nominating Agreement is hereby amended as follows:

(a) The definition of “Additional Equity Issuance” in Section 1.1 is amended to replace the reference therein to (i) “Item 5 of Schedule 10” with “Item 7 of Schedule 10” and (ii) “Schedule 2(b)” with “Schedule 2”.

(b) The definition of “Initial Equity Issuance” in Section 1.1 is amended to replace the reference therein to “Schedule 2(a)” with “Schedule 2”.

(c) Section 2.1(a) is deleted in its entirety and replaced with the following:

“From the date hereof and for so long as the GoldenTree Funds and their Affiliates collectively Beneficially Own a number of shares of Company Common Stock equal to or greater than (i) 80% of the GoldenTree Pro Forma Shares and (ii) 5% of the shares of Company Common Stock at any time outstanding (such amounts together, the “GoldenTree Threshold Amount”), GoldenTree shall have the right to designate one individual to serve as a member of the Board (the “GoldenTree Nominee”) subject to the terms and conditions and in accordance with the procedures herein, and the Board shall include on one committee of the Board such GoldenTree Nominee to serve on such committee of the Board, which committee shall be selected by GoldenTree (subject to any independence requirement imposed by law or by the rules of any national securities exchange on which the Company Common Stock may be listed or traded).”

Section 3. Integration; Effect of this Amendment. The provisions set forth in this Amendment shall be deemed to be and shall be construed as a part of the Nominating Agreement to the same extent as if fully set forth verbatim therein. All references in the Nominating Agreement or any other agreements, instruments and documents executed and delivered in connection therewith to the “Agreement” shall be deemed to refer to the Nominating Agreement as amended by this Amendment. Except as expressly specified herein, no other amendments to the Nominating Agreement are intended by the parties hereto, and the Nominating Agreement shall, except as expressly specified herein, remain unmodified and in full force and effect.

Section 4. Miscellaneous. The provisions of Article IV (*Representations and Warranties*) and Article V (*Miscellaneous*) of the Nominating Agreement shall apply *mutatis mutandis* to this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered, all as of the date first set forth above.

EAGLE BULK SHIPPING INC.

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

Signature Page to First Amendment to Nominating Agreement

**GOLDENTREE ASSET MANAGEMENT LP,
in its capacity as investment manager or advisor
to the GoldenTree Funds**

By: /S/ Peter Alderman
Name: Peter Alderman
Title: Vice President

Signature Page to First Amendment to Nominating Agreement