Eagle Bulk Shipping Inc.
Form 10-Q
November 16, 2015

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

[X] **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2015

OR

[ ] **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number 001–33831

EAGLE BULK SHIPPING INC.

(Exact name of Registrant as specified in its charter)

Republic of the Marshall Islands	**98–0453513**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

477 Madison Avenue

New York, New York 10022

(Address of principal executive offices)(Zip Code)

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

YES__**X**__ NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

YES_ **X**_ NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer”, “accelerated filer” and smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated Filer _____ Accelerated Filer ____ Non-accelerated Filer ___ Smaller reporting company __X__

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

YES____ NO __X__

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

YES__X__ NO

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock, par value $0.01 per share, 38,232,054 shares outstanding as of November 16, 2015.

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Part 1 : FINANCIAL INFORMATION

Item 1 : Financial Statements

EAGLE BULK SHIPPING INC.

Condensed Consolidated Balance Sheets as of September 30, 2015 and December 31, 2014

(Unaudited)

ASSETS:	**Successor September 30, 2015**	**December 31, 2014**
Current assets:		
Cash and cash equivalents	$25,283,350	$39,975,287
Accounts receivable	11,094,138	14,731,301
Prepaid expenses	1,555,719	3,212,930
Inventories	6,547,466	5,749,273
Investment	1,046,977	8,300,740
Other current assets	474,390	4,621,312
Total current assets	46,002,040	76,590,843
Noncurrent assets:		
Vessels and vessel improvements, at cost, net of accumulated depreciation of $38,910,877 and $8,766,830, respectively	794,917,415	834,052,684
Other fixed assets, net of accumulated amortization of $135,962 and $118,232, respectively	170,506	230,805
Restricted cash	66,243	66,243
Deferred drydock costs	9,685,030	1,960,792
Deferred financing costs	464,786	550,753
Other assets	102,956	424,702
Total noncurrent assets	805,406,936	837,285,979
Total assets	**$851,408,976**	**$913,876,822**
LIABILITIES & STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$8,364,800	$11,663,697
Accrued interest	342,416	531,918
Other accrued liabilities	9,539,398	9,142,229
Fair value below contract value of time charters acquired	1,401,799	1,648,740
Unearned charter hire revenue	2,223,731	2,389,595
Current portion of long-term debt	15,625,000	15,625,000
Total current liabilities	37,497,144	41,001,179
Noncurrent liabilities:		
Long-term debt	212,586,273	204,106,928
Other liabilities	624,604	-

Fair value below contract value of time charters acquired	3,684,381	4,678,049
Total noncurrent liabilities	216,895,258	208,784,977
Total liabilities	254,392,402	249,786,156
Commitment and contingencies		
Stockholders' equity:		
Common stock, $.01 par value, 150,000,000 shares authorized, 37,639,352 and 37,504,541 shares issued and outstanding, respectively	376,394	375,045
Additional paid-in capital	676,975,876	675,264,349
Accumulated deficit	(80,100,712)	(11,548,728)
Accumulated other comprehensive loss	(234,984)	-
Total stockholders' equity	597,016,574	664,090,666
Total liabilities and stockholders' equity	**$851,408,976**	**$913,876,822**

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

EAGLE BULK SHIPPING INC.

Condensed Consolidated Statements of Operations for the Three and Nine Months Ended September 30, 2015 and 2014

(Unaudited)

	Three Months Ended		**Nine Months Ended**	
	Successor September 30, 2015	**Predecessor September 30, 2014**	**Successor September 30, 2015**	**Predecessor September 30, 2014**
Revenues, net of commissions	$29,127,482	$29,846,038	$78,116,020	$118,021,488
Voyage expenses	5,202,219	5,062,030	13,540,698	12,379,345
Vessel expenses	23,979,906	24,842,113	67,596,014	71,932,268
Charter hire expenses	1,248,649	-	3,697,745	-
Depreciation and amortization	11,284,454	19,611,354	32,739,674	58,042,662
General and administrative expenses	4,420,097	6,566,185	13,714,594	12,832,270
Loss on sale of vessel	-	-	5,696,675	-
Total operating expenses	46,135,325	56,081,682	136,985,400	155,186,545
Operating loss	(17,007,843)	(26,235,644)	(58,869,380)	(37,165,057)
Interest expense	3,048,180	12,312,139	9,197,163	60,466,686
Interest Income	-	(1,369)	(2,955)	(8,125)
Other expense	320,597	-	488,396	-
Reorganization expenses	-	7,311,240	-	15,483,981
Total other expense, net	3,368,777	19,622,010	9,682,604	75,942,542
Net loss	$(20,376,620)	$(45,857,654)	$(68,551,984)	$(113,107,599)
Weighted average shares outstanding:				
Basic	37,639,352	19,172,717	37,602,316	17,785,290
Diluted	37,639,352	19,172,717	37,602,316	17,785,290
Per share amounts:				
Basic net loss	$(0.54)	$(2.39)	$(1.82)	$(6.36)
Diluted net loss	$(0.54)	$(2.39)	$(1.82)	$(6.36)

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

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EAGLE BULK SHIPPING INC.

Condensed Consolidated Statements of Comprehensive Loss

For the Three and Nine Months Ended September 30, 2015 and 2014

(Unaudited)

	Three Months Ended		Nine Months Ended	
	Successor	Predecessor	Successor	Predecessor
	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014
Net loss	$(20,376,620)	$(45,857,654)	$(68,551,984)	$(113,107,599)
Other comprehensive income:				
Change in unrealized gain/(loss) on investment	(48,406)	256,781	(234,984)	(442,288)
Total other comprehensive income/(loss)	(48,406)	256,781	(234,984)	(442,288)
Comprehensive loss	$(20,425,026)	$(45,600,873)	$(68,786,968)	$(113,549,887)

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

EAGLE BULK SHIPPING INC.

Condensed Consolidated Statement of Stockholders' Equity

For the Nine Months Ended September 30, 2015

(Unaudited)

	Common Stock	**Common Stock Amount**	**Additional Paid-in Capital**	**Net Loss**	**Accumulated Deficit**	**Other Comprehensive Loss**	**Total Stockholders' Equity**
Balance at December 31, 2014 (Successor)	**37,504,541**	**$375,045**	**$675,264,349**	**—**	**$(11,548,728)**	**—**	**$664,090,666**
Net loss	—	—	—	$(68,551,984)	(68,551,984)	—	(68,551,984)
Change in unrealized loss on investment	—	—	—	—	—	$(234,984)	(234,984)
Vesting of restricted shares, net of shares withheld for employee tax	134,811	1,349	(1,286,855)	—	—	—	(1,285,506)
Non-cash compensation	—	—	2,998,382	—	—	—	2,998,382
Balance at September 30, 2015 (Successor)	**37,639,352**	**$376,394**	**$676,975,876**		**$(80,100,712)**	**$(234,984)**	**$597,016,574**

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

EAGLE BULK SHIPPING INC.

Condensed Consolidated Statements of Cash Flows for the Nine Months Ended September 30, 2015 and 2014

(Unaudited)

	Nine Months Ended	
	Successor	Predecessor
	September 30, 2015	September 30, 2014
Cash flows from operating activities:		
Net loss	$(68,551,984)	$(113,107,599)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	30,783,330	55,670,788
Amortization of deferred drydocking costs	1,956,344	2,371,874
Amortization of deferred financing costs	85,967	16,278,544
Amortization of Debtor In-Possession Loan Facility deferred financing costs	-	576,923
Amortization of discount on Exit Financing Facility	1,698,095	-
Amortization of fair value below contract value of time charter acquired	(1,240,609)	-
Payment-in-kind interest on debt	-	17,858,132
Loss on sale of vessel	5,696,675	-
Realized loss from investment	112,589	-
Allowance for accounts receivable	-	1,824,519
Non-cash compensation expense	2,998,382	765,339
Drydocking expenditures	(9,680,582)	(4,008,903)
Reorganization items, non cash	-	3,107,207
Changes in operating assets and liabilities:		
Accounts receivable	3,637,163	(2,846,887)
Other current assets	4,468,668	(3,702,486)
Prepaid expenses	1,657,211	1,584,689
Inventories	(798,193)	(972,777)
Accounts payable	(3,298,897)	(826,763)
Accrued interest	(189,502)	(63,955)
Accrued interest subject to compromise	-	15,102,925
Other Accrued Liabilities	1,021,773	2,238,703
Unearned revenue	(165,864)	(2,944,853)
Net cash used in operating activities	(29,809,434)	(11,094,580)

Cash flows from investing activities:

Vessels and vessel improvements	(1,508,778)	(149,756)
Purchase of other fixed assets	(11,201)	(190,530)
Proceeds from sale of vessel	4,235,542	-
Proceeds from sale of investment	6,906,190	-
Net cash provided by/(used in) investing activities	9,621,753	(340,286)
Cash flows from financing activities:		
Debtor In Possession Loan Facility	-	25,000,000
Proceeds from Revolver Loan	23,000,000	-
Fee paid to the lenders	(500,000)	-
Deferred financing costs	-	(750,000)
Repayment of Term Loan under the Exit Financing Facility	(15,718,750)	-
Cash used to settle net share equity awards	(1,285,506)	-
Net cash provided by financing activities	5,495,744	24,250,000
Net (decrease) / increase in cash and cash equivalents	(14,691,937)	12,815,134
Cash and cash equivalents at beginning of period	39,975,287	19,682,724
Cash and cash equivalents at end of period	$25,283,350	$32,497,858

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

EAGLE BULK SHIPPING INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Note 1. Basis of Presentation and General Information

The accompanying condensed consolidated financial statements include the accounts of Eagle Bulk Shipping Inc. and its wholly-owned subsidiaries (collectively, the "Company", "we" or "our"). References to "Predecessor" refer to the Company between the period January 1, 2014 and October 15, 2014. References to "Successor" refer to the Company after October 16, 2014. The Company is engaged in the ocean transportation of dry bulk cargoes worldwide through the ownership, chartering and operation of dry-bulk vessels. The Company's fleet is comprised of Supramax and Handymax dry bulk carriers and the Company operates its business in one business segment.

The Company is a holding company incorporated in 2005 under the laws of the Republic of the Marshall Islands and is the sole owner of all of the outstanding shares or limited liability company interests of its subsidiaries. The primary activity of each of the subsidiaries, other than the Company's management subsidiaries, is the ownership of a vessel. The operations of the vessels are managed by a wholly-owned subsidiary of the Company, Eagle Shipping International (USA) LLC, a Republic of the Marshall Islands limited liability company.

As of September 30, 2015, the Company owned and operated a modern fleet of 44 oceangoing vessels comprised of 43 Supramax vessels and 1 Handymax vessel with a combined carrying capacity of 2,404,064 deadweight tons, or "dwt" (a unit of a vessel's capacity for cargo, fuel oil, stores and crew, measured in metric tons of 1,000 kilograms; a vessel's dwt is the total weight the vessel can carry when loaded to a particular load line) and an average age of approximately 8.2 years. The Company also charters in a Handylog bulk carrier beginning October 2, 2014 for a period of seven years.

The following table represents certain information about the Company's charterers that individually accounted for more than 10% of the Company's revenue during the periods indicated:

	% of Revenue			
	Three Months Ended		Nine Months Ended	
	Successor	Predecessor	Successor	Predecessor
Charterer	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014

Charterer A	-	-	-	11%
Charterer B*	12%	37%	23%	26%

*Charter revenue from a pool in which the Company participated.

The accompanying condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States (“U.S. GAAP”), and the rules and regulations of the Securities and Exchange Commission (“SEC”) which apply to interim financial statements and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes normally included in consolidated financial statements prepared in conformity with U.S. GAAP. They should be read in conjunction with the Consolidated financial statements and notes thereto included in the Company’s 2014 Annual Report on Form 10-K, filed with the SEC on April 2, 2015.

The accompanying unaudited condensed consolidated financial statements include all adjustments (consisting of normal recurring adjustments) that management considers necessary for a fair statement of its financial position and results of operations for the interim periods presented. The results of operations for the interim periods are not necessarily indicative of the results that may be expected for the entire year.

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The significant estimates and assumptions of the Company are useful lives of fixed assets and intangibles, the period of amortization, the allowances for bad debt, and the fair value of warrants and stock-based compensation.

Bankruptcy Filing

On August 6, 2014, the Company entered into a restructuring support agreement (the “Restructuring Support Agreement”) with lenders constituting the “Majority Lenders” (as such term is defined in the Company’s Fourth Amended and Restated Credit Agreement, dated June 20, 2012 (the “Credit Agreement”)) under its Credit Agreement (the “Consenting Lenders”), which contemplated a plan of reorganization through a balance sheet restructuring of the Company’s obligations upon the terms specified therein. On the same day, the Company filed a voluntary prepackaged case (the “Prepackaged Case”) under chapter 11 (“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”). The Prepackaged Case was filed only in respect of the parent company, Eagle Bulk Shipping Inc., but not any of its subsidiaries. Through the Prepackaged Case, the Company sought to implement a balance sheet restructuring pursuant to the terms of its prepackaged plan of reorganization filed with the Court (the “Plan”). The Company continued to operate its business as a “debtor in possession” under the jurisdiction of the Court and in accordance with the applicable provisions of the Bankruptcy Code and orders of the Court.

The commencement of the Prepackaged Case constituted an event of default that accelerated the Company’s obligations under the Credit Agreement, subject to an automatic stay of any action to collect, assert or recover a claim against the Company and the application of the applicable provisions of the Bankruptcy Code.

As part of the Prepackaged Case, the Company obtained debtor-in-possession financing (the “DIP Loan Facility”), as further described below, pursuant to authorization from the Court. The Company funded its ongoing operations during the pendency of the Prepackaged Case through available borrowings under the DIP Loan Facility as well as cash generated from operations.

Subsequent to the filing of the Prepackaged Case, the Company received approval from the Court to continue using its existing cash management system and to pay or otherwise honor certain pre-petition obligations generally designed to stabilize the Company’s operations, such as certain employee wages, salaries and benefits, certain taxes and fees, customer obligations, obligations to logistics providers and pre-petition amounts owed to certain critical vendors. The Company continued to honor payments to vendors and other providers in the ordinary course of business for goods and services received after the filing date of the Prepackaged Case. The Company retained legal and financial professionals to advise the Company in connection with the Prepackaged Case and certain other professionals to provide services and advice in the ordinary course of business.

On September 22, 2014, the Court entered an order (the “Confirmation Order”) confirming the Plan. 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.

Key components of the Plan included:

Entry into a new senior secured credit facility (the “Exit Financing Facility”) as of October 9, 2014, in the amount of $275 million (inclusive of a $50 million revolving credit facility).

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 certain warrants held by them or shares of common stock received upon conversion of such warrants) receiving (i) shares of the reorganized Company’s common stock (“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 New Eagle Equity Warrants (as defined below) and the Management Incentive Program (as defined below)), and (ii) an aggregate of 3,045,327 New Eagle Equity Warrants. Each New Eagle Equity Warrant has a seven year term (commencing on the Effective Date) and is exercisable for one share of New Eagle Common Stock (subject to adjustment as set forth in the New Eagle Equity Warrant Agreement and dilution by the Management Incentive Program).

The extinguishment of all loans and other obligations under the Credit Agreement as of the Effective Date, with the current holders thereof receiving (i) shares of New Eagle 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) a cash distribution as contemplated by the Plan. On the Effective Date, the Credit Agreement was terminated, and the liens and mortgages thereunder were released.

All claims of unsecured creditors of Eagle Bulk Shipping Inc. were unaffected and will be paid in full in the ordinary course of business.

The establishment of a Management Incentive Program (the “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.

The Plan also provided for certain releases of various parties by certain holders of claims against and equity interests in the Company.

Exit Financing Facility

On October 9, 2014, Eagle Bulk Shipping Inc., as borrower, and certain of its subsidiaries, as guarantors, entered into the Exit Financing Facility with certain lenders (the “Exit Lenders”). The Exit Financing Facility is in the amount of \$275 million, including a \$50 million revolving credit facility, and matures on October 15, 2019. A fee of \$5.5 million was paid to the lenders in connection with the Exit Financing Facility as a reduction of proceeds. Amounts drawn under the Exit Financing Facility bear interest at a rate of LIBOR plus a 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 on the undrawn portion of the facility. The Exit Financing Facility is described further in Note 5 below.

Registration Rights Agreement

On the Effective Date, and in accordance with the Plan, the Company entered into the Registration Rights Agreement with certain parties that received shares of New Eagle Common Stock under the Plan. The Registration Rights Agreement provided such parties with demand and piggyback registration rights.

New Eagle Equity Warrant Agreement

On the Effective Date, and in accordance with the Plan, the Company issued new equity warrants (the “New Eagle Equity Warrants”) pursuant to the terms of the warrant agreement (the “New Eagle Equity Warrant Agreement”). Each

New Eagle Equity Warrant has a 7-year term (commencing on the Effective Date) and is exercisable for one share of New Eagle Common Stock (subject to adjustment as set forth in the New Eagle Equity Warrant Agreement and dilution by the Management Incentive Program). The New Eagle Equity Warrants are exercisable at an exercise price of $27.82 per share (subject to adjustment as set forth in the New Eagle Equity 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.

FRESH START ACCOUNTING

Financial Statement Presentation

Upon the Company's emergence from the Prepackaged Case on October 15, 2014, the Company adopted fresh-start accounting in accordance with provisions of ASC 852, *Reorganizations* ("ASC 852"). Upon adoption of fresh-start accounting, the Company's assets and liabilities were recorded at their fair value as of October 15, 2014, the fresh-start reporting date. The fair values of the Company's assets and liabilities in conformance with ASC 805, *Business Combinations,* as of that date differed materially from the recorded values of its assets and liabilities as reflected in its historical consolidated financial statements. In addition, the Company's adoption of fresh-start accounting may materially affect its results of operations following the fresh-start reporting date, as the Company has a new basis in its assets and liabilities. Consequently, the Company's historical financial statements may not be reliable indicators of its financial condition and results of operations for any period after it adopted fresh-start accounting. As a result of the adoption of fresh-start reporting, the Company's condensed consolidated balance sheets and condensed consolidated statements of operations for periods subsequent to October 15, 2014 will not be comparable in many respects to the Company's condensed consolidated balance sheets and condensed consolidated statements of operations for periods prior to October 15, 2014.

Under ASC 852, fresh-start accounting is required upon emergence from Chapter 11 if (i) the value of the assets of the emerging entity immediately before the date of confirmation is less than the total of all post-petition liabilities and allowed claims; and (ii) holders of existing voting shares immediately before confirmation receive less than 50% of the voting shares of the emerging entity. Accordingly, the Company qualified for and adopted fresh-start accounting as of the Effective Date. Adopting fresh-start accounting results in a new reporting entity with no beginning retained earnings or deficits. The cancellation of all existing shares outstanding on the Effective Date and issuance of new shares of the reorganized entity caused a change of control of the Company under ASC 852.

Note 2. New Accounting Pronouncements

In May 2014, the FASB issued Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers (“ASU 2014-09”), which supersedes nearly all existing revenue recognition guidance under U.S. GAAP. The core principle is that a company should recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled for those goods or services. ASU 2014-09 defines a five step process to achieve this core principle and, in doing so, more judgment and estimates may be required within the revenue recognition process than are required under existing U.S. GAAP. The standard, as extended by the FASB, is effective for annual periods beginning after December 15, 2017, and interim periods therein, and shall be applied either retrospectively to each period presented or as a cumulative-effect adjustment as of the date of adoption. The Company is evaluating the potential impact of the adoption of this standard on its consolidated financial statements.

In August 2014, the FASB issued ASU No. 2014-15, “Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern.” This ASU establishes specific guidance to an organization's management on their responsibility to evaluate whether there is substantial doubt about the organization's ability to continue as a going concern. The provisions of this ASU are effective for interim and annual periods beginning after December 15, 2016. The Company is evaluating the potential impact of the adoption of this standard on its consolidated financial statements.

In April 2015, the FASB issued ASU No.2015-3, “Simplifying the Presentation of Debt Issuance Costs”. The new guidance specifies that debt issuance costs under the new standard are to be netted against the carrying value of the financial liability. The guidance should be applied on a retrospective basis. The effective date of the new guidance is for fiscal years beginning after December 15, 2015. In August 2015, the FASB issued ASU 2015-15, "Interest—Imputation of Interest: Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements." ASU 2015-15 amends Subtopic 835-30 to include that the SEC would not object to the deferral and presentation of debt issuance costs as an asset and subsequent amortization of debt issuance costs over the term of the line-of-credit arrangement, whether or not there are any outstanding borrowings on the line-of-credit arrangement. This guidance is effective for fiscal years (and interim reporting periods within fiscal years) beginning after December 15, 2015. The Company is evaluating the potential impact of the adoption of this standard on its consolidated financial statements.

In July 2015, the FASB issued ASU No. 2015-11, “Simplifying the Measurement of Inventory”. The new guidance specifies that the inventory be measured at the lower of cost and net realizable value. The amendment would apply prospectively and would be effective for annual reporting periods beginning after December 15, 2016 and interim reporting periods within annual reporting periods after December 15, 2017. The Company is evaluating the potential impact of the adoption of this standard on its consolidated financial statements.

Note 3. Vessels

Vessels and Vessel Improvements

At September 30, 2015, the Company’s operating fleet consisted of 44 drybulk vessels. At October 15, 2014, the Company’s vessels were adjusted to a fair value aggregating $842,625,000 as part of fresh start accounting. The fair values were based primarily on valuations obtained from third-party specialists principally utilizing the market value approach.

Successor

Vessels and Vessel Improvements, at December 31, 2014	$834,052,684
Purchase of Vessel Improvements	1,508,778
Disposal of Vessel	(9,932,217)
Depreciation Expense	(30,711,830)
Vessels and Vessel Improvements, at September 30, 2015	$794,917,415

In April 2015, the Company decided to sell the Kite, a 1997-built Handymax, and reached an agreement to sell the vessel for $4,297,100 after brokerage commissions payable to a third party. The Kite was not available for delivery before April 29, 2015. On May 7, 2015, the Company realized a net loss of $5,696,675 and received net proceeds of $4,235,542 related to the sale after the associated transaction costs.

Note 4. Investment

Korea Line Corporation

The Company's investment in capital stock of the Korea Line Corporation ("KLC") is designated as Available For Sale ("AFS") and is reported at its fair value, with unrealized gains and losses recorded in equity as a component of accumulated other comprehensive income (loss) ("AOCI"). The fair value of the KLC shares are determined from the market price as quoted on the Korean Stock Exchange and by converting the South-Korean Won ("KRW") extended value into USD with the exchange rate applicable on date of conversion. The Company reviews the investment in KLC for impairment on a quarterly basis.

The Company concluded that for the Successor Company as of September 30, 2015 and for the Predecessor Company as of September 30, 2014, the change in the fair value of the KLC investment was "temporary". The Company recorded cumulative unrealized losses in the amount of $ 0.2 million and $ 0.4 million as of September 30, 2015, and 2014 respectively. As of December 31, 2014, the Company recorded an impairment loss of $ 1.0 million. As such, there is no unrealized gain or (loss) as of December 31, 2014.

The following table provides information on the Company's investment in KLC capital stock which is recorded at fair value:

	No. of KLC Shares	**Cost Basis-Adjusted**	**Fair Value**	**Unrealized Loss reported in AOCI**
Balance at January 1, 2014 (Predecessor)	**566,529**	**$ 13,817,439**	**$ 13,817,439**	-
Fair Value-Adjustments, net	-	-	(442,288)	$ (442,228)

Balance at September 30, 2014 (Predecessor)	**566,529**	**$ 13,817,439**	**$13,375,151**	**$ (442,288)**
Balance at January 1, 2015 (Successor)	**387,453**	**$ 8,300,740**	**$8,300,740**	-
KLC Stock Sold	(327,615)	(7,018,779)	(6,906,190)	-
Loss on sale of KLC Stock	-	-	(112,589)	-
Fair Value-Adjustments, net	-	-	(234,984)	(234,984)
Balance at September 30, 2015 (Successor)	**59,838**	**$ 1,281,961**	**$1,046,977**	**$ (234,984)**

Note 5. Debt

Long-term Debt consists of the following:

	Successor September 30, 2015	December 31, 2014
Exit Financing Facility	$232,281,250	$225,000,000
Discount on Exit Financing Facility	(4,069,977)	(5,268,072)
Less: Current Portion	(15,625,000)	(15,625,000)
Total Long-Term debt	$212,586,273	$204,106,928

Exit Financing Facility

On October 9, 2014, the Company entered into the Exit Financing Facility with the Exit Lenders. The Exit Financing Facility is in the amount of $275 million, including a $50 million revolving credit facility of which the Company borrowed $23 million as of September 30, 2015, and matures on October 15, 2019. Amounts drawn under the Exit Financing Facility bear interest at a rate of LIBOR plus margin ranging between 3.5% to 4.0% per annum. The revolving credit facility is subject to an annual commitment fee of 40% of the margin on the undrawn portion of the credit facility.

The Company's obligations under the Exit Financing Facility are 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 Exit 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 is not reasonably likely to 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 Exit 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 trailing twelve month period with the measurement beginning December 31, 2015; 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; and enter into a new line of business. The Company shall repay the Exit Financing Facility in 20 equal consecutive quarterly principal repayment installments each in an amount of $3,906,250.

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 Exit 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.

On August 14, 2015, the Company entered into an Amendatory Agreement (the "Amendatory Agreement") with certain Exit Lenders under the Exit Financing Facility. Pursuant to the Amendatory Agreement, the Exit Lenders have agreed to, among other things, defer the compliance with the minimum interest coverage covenant under the Exit Financing Facility from December 31, 2015 to December 31, 2016 and amend the method of calculating the Minimum Interest Coverage Ratio (as defined in the Exit Financing Facility) as follows: (i) on a trailing two quarter basis for the fiscal quarter ending December 31, 2016 (ii) on a trailing three quarter basis for the fiscal quarter ending March 31, 2017 and (iii) on a trailing four quarter basis for each succeeding fiscal quarter thereafter. Further, the Amendatory Agreement amended the minimum required security cover covenant under the Exit Financing Facility as follows: (i) for the period prior to June 30, 2017, 165 percent of the Loan (as defined in the Exit Financing Facility) (ii) for the period on or after July 1, 2017 and on or before October 14, 2017, 157.5 percent of the Loan and (iii) thereafter, 165 percent of the Loan. In connection with entering into the Amendatory Agreement, the Company paid the Exit Lenders an amendment fee of $0.5 million. The fees has been capitalized along with the existing unamortized discount on Exit Financing Facility and amortized as interest expense.

For the three months ended September 30, 2015, interest rates on our outstanding debt ranged from 4.06% to 4.08%, including a margin over LIBOR applicable under the terms of the Exit Financing Facility and commitment fees of 40% of the margin on the undrawn portion of the facility. The weighted average effective interest rate including the amortization of debt discount for this period was 5.10%

For the three months ended September 30, 2014, interest expense included 2.00% default interest on the unpaid interest as of June 30, 2014 and 6.00% interest on the DIP Loan Facility post filing of the Chapter 11 case in addition to interest under the Company's old term loan facility at 3.50% margin over Libor. Interest expense ceased being accrued as of August 6, 2014 under the old term loan facility except for the interest in respect of the DIP Loan Facility.

For the nine months ended September 30, 2015, interest rates on our outstanding debt ranged from 4.04% to 4.08%, including a margin over LIBOR applicable under the terms of the amended Exit Financing Facility and commitment fees of 40% of the margin on the undrawn portion of the facility. The weighted average effective interest rate including the amortization of debt discount for this period was 5.30%.

For the nine months ended September 30, 2014, interest rates on the outstanding debt ranged from 3.73% to 8.23%, including a margin of 3.50% over LIBOR. The weighted average effective interest rate for this period was 2.94%.

Interest Expense consisted of**:**

	Three Months Ended		**Nine Months Ended**	
	Successor September 30, 2015	**Predecessor September 30, 2014**	**Successor September 30, 2015**	**Predecessor September 30, 2014**
Exit Financing Facility Interest	$2,520,432		$7,413,101	
Amortization of Facility Deferred Financing Costs	28,970		85,967	
Amortization of Discount on Facility	498,778		1,698,095	
Old Term Loan Interest		$7,380,769		$43,299,761
DIP Loan Facility Interest		311,458		311,458
Amortization of DIP Loan Facility deferred financing costs		576,923		576,923
Amortization of Old Term Loan Deferred Financing Costs		4,042,989		16,278,544
Total Interest Expense	$3,048,180	$12,312,139	$9,197,163	$60,466,686

Interest paid amounted to $7,602,603 for the nine months ended September 30, 2015 and $10,714,117 for the nine months ended September 30, 2014.

Note 6. Derivative Instruments and Fair Value Measurements

Fair Value Measurements

The following methods and assumptions were used to estimate the fair value of each class of financial instrument:

Cash, cash equivalents and restricted cash—the carrying amounts reported in the Condensed Consolidated balance sheet for interest-bearing deposits approximate their fair value due to their short-term nature thereof.

Debt—the carrying amounts of borrowings under the revolving credit agreement approximate their fair value, due to the variable interest rate nature thereof.

Investment—includes our available-for-sale securities that are traded in active market internationally. The fair value is measured by using closing stock price from active market.

The Company defines fair value, establishes a framework for measuring fair value and provides disclosures about fair value measurements. The fair value hierarchy for disclosure of fair value measurements is as follows:

Level 1 – Quoted prices in active markets for identical assets or liabilities. Our Level 1 non-derivatives include cash, money-market accounts, restricted cash accounts and investment.

Level 2 – Quoted prices for similar assets and liabilities in active markets or inputs that are observable. Our Level 2 non-derivatives include our term loan account.

Level 3 – Inputs that are unobservable (for example cash flow modeling inputs based on assumptions).

The following table summarizes assets and liabilities measured at fair value on a recurring basis at September 30, 2015 and December 31, 2014:

	September 30, 2015			**December 31, 2014**		
	Level 1	**Level 2**	**Level 3**	**Level 1**	**Level 2**	**Level 3**
Assets:						
Investment	$1,046,977	—	—	$8,300,740	—	—

Note 7. Commitments and Contingencies

Legal Contingencies

The Company is involved in legal proceedings and may become involved in other legal matters arising in the ordinary course of its business. The Company evaluates these legal matters on a case-by-case basis to make a determination as to the impact, if any, on its business, liquidity, results of operations, financial condition or cash flows. The Company records a liability when it is probable that a loss has been incurred and that amount is reasonably estimable.

In November 2015, the Company filed a voluntary self-disclosure report with the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") regarding certain apparent violations of U.S. sanctions regulations in the provision of shipping services for third party charterers with respect to the transportation of cargo to or from Myanmar (formerly

Burma). At the time of such apparent violations, the Company had a different senior operational management team. Notwithstanding the fact that the apparent violations took place under a different senior operational management team and although the Company's new board and management have implemented robust remedial measures and significantly enhanced compliance safeguards to ensure that our activities are in compliance with U.S. sanctions laws, there can be no assurance that OFAC will not conclude that these past actions warrant the imposition of civil penalties and/or referral for further investigation by the U.S. Department of Justice. The report was provided to OFAC for the agency's review, consideration and determination regarding what action, if any, may be taken in resolution of this matter. The Company will continue to cooperate with the agency regarding this matter and cannot estimate when such review will be concluded. While the ultimate impact of these matters cannot be determined, there can be no assurance that the impact will not be material to the Company's financial condition or results of operations.

Vessel Technical Management Contract

The Company has technical management agreements for certain of its vessels with independent technical managers. The Company paid average monthly technical management fees of $11,042 and $10,708 for the three months ended September 30, 2015 and 2014, respectively. The Company paid average monthly technical management fees of $10,861 and $10,708 per vessel during the nine months ended September 30, 2015 and 2014, respectively. On August 24, 2015, the Company provided three months' notice to its third party technical manager to terminate the technical management contract. The Company intends to transfer those vessels to Company's in-house technical management.

Other Commitments

On October 14, 2015, the Company entered into a lease termination and surrender agreement for the New York office space effective on March 31, 2016. Under the agreement the Company will pay $1.76 million as an early termination fee.

On October 15, 2015, the Company entered into a new commercial lease agreement as a subtenant for office space in Stamford, Connecticut. The lease is effective from January 1, 2016 through June 29, 2023, with an average annual rent of $419,536.

Note 8. Transactions with former related parties

On August 4, 2009, the Company entered into a management agreement (the "Management Agreement") with Delphin Shipping LLC ("Delphin"), a Marshall Islands limited liability company affiliated with Kelso Investment Associates VII, KEP VI, LLC and the Company's former Chief Executive Officer, Sophocles Zoullas. Delphin was formed for the purpose of acquiring and operating dry bulk and other vessels. Under the terms of the Management Agreement, the Company provided commercial and technical supervisory vessel management services to dry bulk vessels acquired by Delphin for a monthly fee of $15,834 for the first 10 vessels, $11,667 for the second 10 vessels and $8,750 for the third 10 vessels. Pursuant to the terms of the Management Agreement, the Company was granted an opportunity to acquire for its own account any dry bulk vessel that Delphin proposes to acquire. The Company was also granted a right of first refusal on any dry bulk charter opportunity, other than a renewal of an existing charter for a Delphin-owned vessel that the Company reasonably deems suitable for a Company-owned vessel. The Management Agreement provided the Company a right of first offer on the sale of any dry bulk vessel by Delphin. The term of the Management Agreement was one year and was renewable for successive one year terms at the option of Delphin.

On October 15, 2014, the above referenced Management Agreement was amended and restated (as so amended and restated, the “Amended Management Agreement”). As per the Amended Management Agreement, the technical management fee is $700 per vessel per day. The commercial management fee is 1.25% of charter hire; provided, however, that no commercial management fee shall be payable with respect to a 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. Following Mr. S. Zoullas’ resignation on March 9, 2015, the Company no longer considers the Amended Management Agreement to be a related party transaction.

On May 22, 2015, the Company received a termination notice to the Amended Management Agreement from Delphin. The notice of termination was given pursuant to the terms of the Amended Management Agreement and became effective as of August 22, 2015.

Total management fees for the three and nine month Successor periods ended September 30, 2015, amounted to $854,634 and $2,473,964 respectively. The total reimbursable expenses for the three and nine month periods ended September 30, 2015 amounted to $137,965 and $220,530, respectively.

Total management fees for the three and nine month Predecessor periods ended September 30, 2014 amounted to $545,022 and $1,635,066 respectively. The total reimbursable expenses for the three and nine month periods ended September 30, 2014 amounted to $44,724 and $181,595, respectively.

Note 9. Loss Per Common Share

The computation of basic net loss per share is based on the weighted average number of common shares outstanding for the three and nine months periods ended September 30, 2015 and September 30, 2014 for the Successor and Predecessor, respectively. The Predecessor net loss per share for the period ended September 30, 2014 reflects the weighted average of the underlying warrant shares issuable upon exercise of the 615,997 warrants at the exercise price of $0.01 per share. Diluted net loss per share as of September 30, 2014, does not include 123,667 restricted stock units and 1,727,667 stock options as their effect was anti-dilutive. In accordance with the accounting literature, the Company has given effect to the issuance of these warrants in computing basic net loss per share because the underlying shares are issuable for little or no cash consideration. Diluted net loss per share gives effect to stock awards, stock options and restricted stock units using the treasury stock method, unless the impact is anti-dilutive. Diluted net loss per share as of September 30, 2015 does not include 574,660 stock awards, 1,185,312 stock options and 3,045,327 warrants as their effect was anti-dilutive.

	Three Months Ended		Nine Months Ended	
	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014
	Successor	Predecessor	Successor	Predecessor
Net loss	$(20,376,620)	$(45,857,654)	$(68,551,984)	$(113,107,599)
Weighted Average Shares – Basic	37,639,352	19,172,717	37,602,316	17,785,290
Dilutive effect of stock options and restricted stock units	-	-	-	-
Weighted Average Shares - Diluted	37,639,352	19,172,717	37,602,316	17,785,290
Basic Loss Per Share	$(0.54)	$(2.39)	$(1.82)	$(6.36)
Diluted Loss Per Share	$(0.54)	$(2.39)	$(1.82)	$(6.36)

Note 10. Stock Incentive Plans

2014 Management Incentive Plan

On the Effective Date, in accordance with the Plan, the Company adopted the post-emergence Management Incentive Plan, 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 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 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 contains 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.

On March 9, 2015, the Company’s former Chief Executive Officer resigned from the Company. In connection with the resignation, the Company entered into a Separation Agreement and General Release with its former Chief Executive Officer. The agreement provides, among other things, a vesting of 270,270 of New Eagle MIP Primary Equity of the Company previously granted to its former Chief Executive Officer. All other equity awards previously granted by the Company to its former Chief Executive Officer were forfeited without consideration pursuant to such Separation Agreement.

On April 27, 2015, the Company’s former Chief Operating Officer separated from the Company. On May 1, 2015, the Company and its former Chief Operating Officer entered into a Separation Agreement and General Release. The Separation Agreement provides among other things, a vesting of 40,000 of New Eagle MIP Primary Equity of the Company previously granted to its former Chief Operating Officer, payable in accordance with and subject to certain terms and conditions of such Separation Agreement. All other equity awards previously granted by the Company to its former Chief Operation Officer were forfeited without consideration pursuant to such Separation Agreement.

On June 12, 2015, the Company granted 55,000 restricted shares to an employee. The fair value of the New Eagle MIP Primary Equity equivalent to the market value at the date of grant was $493,900. Amortization of this charge, which is included in the General and administrative expenses, for the nine months ended September 30, 2015, was $77,737.

On July 7, 2015, the Company announced that it appointed Gary Vogel as Chief Executive Officer of the Company, effective as of September 1, 2015 (the “CEO Effective Date”). The Company entered into an employment agreement with Mr. Vogel on July 6, 2015. Pursuant to the employment agreement, on September 29, 2015, the Company granted to Mr. Vogel 325,000 restricted shares of common stock of the Company, an option to purchase 325,000 shares of Common Stock at an exercise price of $5.87 per share, and an option to purchase 325,000 shares of Common Stock at an exercise price of $13.00 per share, in each case, (i) subject to the terms of the Company’s 2014 Equity Incentive Plan and the applicable award agreement and (ii) pursuant to the exemption from registration under Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Rule 506 of Regulation D thereunder. The options have a five year term and will vest ratably on each of the first four anniversaries of the CEO Effective Date. All of the restricted shares will vest on the third anniversary of the CEO Effective Date subject to Mr. Vogel’s continued employment. The fair value of Mr. Vogel’s restricted stock award is equivalent to the market value at the date of grant was $1,907,750. Amortization of this charge, which is included in non-cash compensation expense, for the quarter ended September 30, 2015, was $95,042. The fair value of each of the option was $623,828 for the $5.87 options and $200,160 for the $13.00 options. For the purposes of determining the non-cash compensation cost for the Company's stock option plan using the fair value method of ASC 718 "Compensation-Stock

Compensation", the fair value of the options was estimated on the date of grant using the Black-Scholes option pricing model. The weighted average assumptions used included a risk free interest rate of 1.09%, an expected stock price volatility factor of 41.6% and a dividend rate of 0%. The aggregate fair value of these stock options awards on the date of grant was $823,988. Amortization of this charge, which is included in non-cash compensation expense, for the quarter ended September 30, 2015, was $34,986.

As of September 30, 2015, stock awards covering a total of 574,660 of the Company’s shares are outstanding. The stock awards vest ratably over four years. The Company is amortizing to General and Administrative expenses the fair value of the non-vested stock awards at the grant date over the vesting period.

As of September 30, 2015, options covering 1,185,312 of the Company’s common shares are outstanding with exercise prices ranging from $5.87 to $25.25 per share. The options granted to members of the Company's management under the Management Incentive Plan vest and become exercisable in four equal annual installments beginning on the grant date. All options expire within five to seven years from the effective date.

For the three months ended September 30, 2015 and 2014, the Company has recorded non-cash compensation charges included in General and administrative expenses of $790,803 and $196,979, respectively. For the nine months ended September 30, 2015 and 2014, the Company has recorded non-cash compensation charges included in General and administrative expenses of $2,998,382 and $765,339, respectively. The estimated remaining expense for each of the years ending 2015, 2016 and 2017 will be $966,167, $2,698,919 and $1,350,132, respectively.

ITEM 2.

MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

The following is a discussion of the Company's financial condition and results of operation for the three and nine month periods ended September 30, 2015 and 2014. This section should be read in conjunction with the Condensed Consolidated financial statements included elsewhere in this report and the notes to those financial statements and the audited consolidated financial statements and the notes to those financial statements for the fiscal year ended December 31, 2014, which were included in our Form 10-K, filed with the Securities and Exchange Commission on April 2, 2015.

This discussion contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and the Private Securities Litigation Reform Act of 1995, and are intended to be covered by the safe harbor provided for under these sections. These statements may include words such as “believe,” “estimate,” “project,” “intend,” “expect,” “pla “anticipate,” and similar expressions in connection with any discussion of the timing or nature of future operating or financial performance or other events. Forward-looking statements reflect management's current expectations and observations with respect to future events and financial performance. Where we express an expectation or belief as to future events or results, such expectation or belief is expressed in good faith and believed to have a reasonable basis. However, our forward-looking statements are subject to risks, uncertainties, and other factors, which could cause actual results to differ materially from future results expressed, projected, or implied by those forward-looking statements. The principal factors that affect our financial position, results of operations and cash flows include charter market rates, which have declined significantly from historic highs, periods of charter hire, vessel operating expenses and voyage costs, which are incurred primarily in U.S. dollars, depreciation expenses, which are a function of the cost of our vessels, significant vessel improvement costs and our vessels' estimated useful lives, and financing costs related to our indebtedness. Our actual results may differ materially from those anticipated in these forward looking statements as a result of certain factors which could include the following: (i) changes in demand in the dry bulk market, including, without limitation, changes in production of, or demand for, commodities and bulk cargoes, generally or in particular regions; (ii) greater than anticipated levels of dry bulk vessel new building orders or lower than anticipated rates of dry bulk vessel scrapping; (iii) changes in rules and regulations applicable to the dry bulk industry, including, without limitation, legislation adopted by international bodies or organizations such as the International Maritime Organization and the European Union or by individual countries; (iv) actions taken by regulatory authorities including without limitation the U.S. Treasury Department’s Office of Foreign Assets Control; (v) changes in trading patterns significantly impacting overall dry bulk tonnage requirements; (vi) changes in the typical seasonal variations in dry bulk charter rates; (vii) changes in the cost of other modes of bulk commodity transportation; (viii) changes in general domestic and international political conditions; (ix) changes in the condition of the Company's vessels or applicable maintenance or regulatory standards (which may affect, among other things, our anticipated drydocking costs); (x) significant deteriorations in charter hire rates from current levels or the inability of the Company to achieve its cost-cutting measures, (xi) the outcome of legal proceeding in which we are involved; and other factors listed from time to time in our filings with the Securities and Exchange Commission. This discussion also includes statistical data regarding world dry bulk fleet and orderbook and fleet age. We generated some of this data internally, and some were obtained from independent industry publications and reports that we believe to be reliable. We have not independently verified this data nor sought the consent of any organizations to refer to their reports in this Quarterly Report. We disclaim any intent or obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws. If we update one or more forward-looking statements, no inference should be made that we will make additional updates with respect to those or other forward-looking statements.

Overview

Eagle Bulk Shipping Inc. (the “Company”, “we”, “us”, or “our”), incorporated under the laws of the Republic of the Marshall Islands (the "Marshall Islands") and headquartered in New York City, is engaged primarily in the ocean transportation of a broad range of major and minor bulk cargoes, including iron ore, coal, grain, cement and fertilizer, along worldwide shipping routes. We operate in the Handymax sector of the dry bulk industry, with particular emphasis on the Supramax class of vessels. We own one of the largest fleets of Supramax dry bulk vessels in the world. Supramax dry bulk vessels range in size from 50,000 to 60,000 deadweight tons, or dwt. These vessels have the cargo loading and unloading flexibility of on-board cranes while offering cargo carrying capacities approaching that of Panamax dry bulk vessels, which range in size from 60,000 to 100,000 dwt and must rely on port facilities to load and offload their cargoes. We believe that the cargo handling flexibility and cargo carrying capacity of the Supramax class vessels make them attractive to charterers.

As of September 30, 2015, we owned and operated a modern fleet of 44 oceangoing vessels comprised of 43 Supramax vessels and 1 Handymax vessel with a combined carrying capacity of 2,404,064 dwt and an average age of approximately 8.2 years. The Company also charters in a Handylog bulk carrier beginning October 2, 2014 for a period of seven years.

Each of our vessels is owned by us through a separate wholly owned Republic of the Marshall Islands limited liability company.

On August 6, 2014, the Company entered into a Restructuring Support Agreement with the Consenting Lenders constituting the "Majority Lenders" under its Credit Agreement, which contemplated a plan of reorganization through a balance sheet restructuring of the Company's obligations upon the terms specified therein. On the same day, the Company filed a voluntary Prepackaged Case under the "Bankruptcy Code". The Prepackaged Case was filed only in respect of the parent company, Eagle Bulk Shipping Inc., but not any of its subsidiaries. Through the Prepackaged Case, the Company sought to implement a balance sheet restructuring pursuant to the terms of its Plan filed with the Court.

On September 22, 2014, the Court entered an order (the "Confirmation Order") confirming the Plan. On October 15, 2014, 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.

Key components of the Plan included:

Entry into a new senior secured credit facility (the "Exit Financing Facility") as of October 9, 2014, in the amount of $275 million (inclusive of a $50 million revolving credit facility)

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 certain warrants held by them or shares of common stock received upon conversion of such 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 New Eagle Equity Warrants and the Management Incentive Program), and (ii) an aggregate of 3,045,327 New Eagle Equity Warrants. Each New Eagle Equity Warrant has a 7-year term (commencing on the Effective Date) and is exercisable for one share of New Eagle Common Stock (subject to adjustment as set forth in the New Eagle Equity Warrant Agreement and dilution by the Management Incentive Program).

The extinguishment of all loans and other obligations under the Credit Agreement as of the Effective Date, with the current holders thereof receiving (i) shares of New Eagle 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) a cash distribution as contemplated by the Plan. On the Effective Date, the Credit Agreement was terminated, and the liens and mortgages thereunder were released.

All claims of unsecured creditors of Eagle Bulk Shipping Inc. 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.

The Plan also provided for certain releases of various parties by certain holders of claims against and equity interests in the Company.

Exit Financing Facility

On October 9, 2014, Eagle Bulk Shipping Inc., as borrower, and certain of its subsidiaries, as guarantors, entered into the Exit Financing Facility with the Exit Lenders. The Exit Financing Facility is in the amount of $275 million, including a $50 million revolving credit facility, and matures on October 15, 2019. Amounts drawn under the Exit Financing Facility bear interest at a rate of LIBOR plus the Margin. The revolving credit facility is subject to an annual commitment fee of 40% of the margin on the undrawn portion of the facility.

Registration Rights Agreement

On the Effective Date, and in accordance with the Plan, the Company entered into the Registration Rights Agreement with certain parties that received shares of New Eagle Common Stock under the Plan. The Registration Rights Agreement provided such parties with demand and piggyback registration rights.

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 is exercisable for one share of New Eagle Common Stock (subject to adjustment as set forth in the New Eagle Equity Warrant Agreement and dilution by the Management Incentive Program). The New Eagle Equity Warrants are exercisable at an exercise price of $27.82 per share (subject to adjustment as set forth in the New Eagle Equity 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.

Corporate Information

We maintain our principal executive offices at 477 Madison Avenue, New York, New York 10022. Our telephone number at that address is (212) 785-2500. Our website address is www.eagleships.com. Information contained on or accessible through our website does not constitute part of this Quarterly Report.

Our financial performance is based on the following key elements of our business strategy:

(1) concentration in one vessel category: the Supramax class of Handymax dry bulk vessels, which we believe offer size, operational and geographical advantages over Panamax and Capesize vessels;

(2) balance our revenues between mid-term time charters, short-term time charters, voyage charters to maximize our financial performance throughout shipping cycles. The Company has been executing its commercial strategy by trading in the spot market through spot market-related time charters on voyages, short time charters, and pool charters. We have entered into either time charter, or voyage charter employment, or pool contracts for all the vessels in our operating fleet. We regularly monitor the dry bulk shipping market and based on market conditions

we may consider taking advantage of long-term charter rates when appropriate;

(3) maintain high quality vessels and improve standards of operation through improved environmental procedures, crew training and maintenance and repair procedures; and

(4) maintain a balance between purchasing vessels as market conditions and opportunities arise and maintaining prudent financial ratios (e.g. leverage ratio).

We believe that this structure provides significant visibility to our future financial results and allows us to take advantage of the relatively stable cash flows and high utilization rates that are associated with medium-term time charters, while at the same time providing us with the revenue upside potential from the index-linked or short-term time charters or voyage charters. We regularly monitor the dry bulk shipping market and based on market conditions we may consider taking advantage of long-term charter rates.

Information on our Fleet

We have employed all of our vessels in our operating fleet on time and voyage charters. The following table represents certain information about our revenue earning charters with respect to our operating fleet as of September 30, 2015:

Vessel	**Year Built**	**Dwt**	**Charter Expiration (1)**	**Daily Charter Hire Rate (1)**
Avocet	2010	53,462	Oct 2015	$5,100
Bittern	2009	57,809	Nov 2015	$10,750
Canary	2009	57,809	Oct 2015	$5,250
Cardinal	2004	55,362	Oct 2015	$10,250

Condor	2001	50,296	Oct 2015	$7,000
Crane	2010	57,809	Oct 2015	Voyage
Crested Eagle	2009	55,989	Oct 2015	$5,850
Crowned Eagle	2008	55,940	Dec 2015	Voyage
Egret Bulker	2010	57,809	Nov 2015	$4,000 (2)
Falcon	2001	50,296	Oct 2015	$4,500
Gannet Bulker	2010	57,809	Oct 2015	$11,350
Golden Eagle	2010	55,989	Oct 2015	$6,000
Goldeneye	2002	52,421	Nov 2015	$13,500
Grebe Bulker	2010	57,809	Oct 2015	$4,500
Harrier	2001	50,296	Oct 2015	$5,200
Hawk I	2001	50,296	Oct 2015	$ 5,225
Ibis Bulker	2010	57,775	Oct 2015	$1,200 (3)
Imperial Eagle	2010	55,989	Oct 2015	$8,500 (4)
Jaeger	2004	52,248	Oct 2015	$5,200
Jay	2010	57,802	Oct 2015	$6,150
Kestrel I	2004	50,326	Oct 2015	$9,000
Kingfisher	2010	57,776	Oct 2015	$9,350
Kittiwake	2002	53,146	Oct 2015	$4,800
Martin	2010	57,809	Dec 2015	$ 1,650 (5)
Merlin	2001	50,296	Oct 2015	$6,300
Nighthawk	2011	57,809	Oct 2015	$5,150
Oriole	2011	57,809	Nov 2015	$7,000
Osprey I	2002	50,206	Oct 2015	$4,750

Owl	2011	57,809	Nov 2015	$7,500

Peregrine	2001	50,913	Oct 2015	$9,500
Petrel Bulker	2011	57,809	Oct 2015	$5,500
Puffin Bulker	2011	57,809	Oct 2015	$13,250