

Parsley Energy, Inc.
Form 424B3
April 27, 2015

Filed pursuant to Rule 424(b)(3)
Registration No. 333-202671

Prospectus Supplement No. 1

(To Prospectus dated March 25, 2015)

14,885,797 Shares

Parsley Energy, Inc.

Class A Common Stock

This Prospectus Supplement No. 1 (the "Prospectus Supplement") supplements and amends the Prospectus dated March 25, 2015 (the "Final Prospectus"), relating to the sale, transfer or distribution from time to time by the selling stockholders named in the Final Prospectus of up to 14,885,797 shares of our Class A common stock. We are not selling any shares of Class A common stock under the Final Prospectus or this Prospectus Supplement and, therefore, will not receive any proceeds from the sale of shares by the selling stockholders. You should read this Prospectus Supplement in conjunction with the Final Prospectus, and this Prospectus Supplement is qualified by reference to the Final Prospectus, except to the extent that the information contained in this Prospectus Supplement supersedes the information contained in the Final Prospectus. This Prospectus Supplement is not complete without, and may not be delivered or utilized except in connection with, the Final Prospectus, including any and all additional amendments or supplements thereto.

On April 27, 2015, we filed with the Securities and Exchange Commission a Current Report on Form 8-K (the "Current Report") announcing that, among other things, on April 21, 2015, we, along with Parsley Energy, L.P., our wholly owned subsidiary, Parsley Energy Management, LLC, Parsley Energy, LLC, each of the guarantors party thereto, Wells Fargo Bank, National Association, as administrative agent, and the lenders and other parties thereto entered into the Eighth Amendment to Amended and Restated Credit Agreement. This Prospectus Supplement is being filed to update, amend and supplement the information included or incorporated by reference in the Final Prospectus with the information contained and incorporated by reference in the Current Report. Accordingly, we have attached the Current Report to this Prospectus Supplement.

Our Class A common stock is traded on the New York Stock Exchange under the symbol PE.

Investing in our Class A common stock involves risks. See Risk Factors on page 5 of the Final Prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this Prospectus Supplement is April 27, 2015.

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 21, 2015

PARSLEY ENERGY, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction

of Incorporation)

001-36463
(Commission

File Number)
303 Colorado Street, Suite 3000

Austin, Texas 78701

46-4314192
(IRS Employer

Identification Number)

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(Address of Principal Executive Offices)

(Zip Code)

(737) 704-2300

(Registrant's Telephone Number, Including Area Code)

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:

- .. 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))

Item 1.01 Entry into a Material Definitive Agreement.

On April 21, 2015, Parsley Energy, L.P. (the Borrower), a wholly owned subsidiary of Parsley Energy, Inc. (the Company), Parsley Energy Management, LLC (the General Partner), Parsley Energy, LLC (the Parent), the Company each of the guarantors party thereto (the Guarantors), Wells Fargo Bank, National Association, as administrative agent (the Administrative Agent) and the lenders and other parties thereto entered into the Eighth Amendment to Amended and Restated Credit Agreement (the Eighth Amendment). The Eighth Amendment amends the Amended and Restated Credit Agreement, dated October 21, 2013 (as amended by the First Amendment to Amended and Restated Credit Agreement dated December 20, 2013, the Second Amendment to Amended and Restated Credit Agreement dated February 5, 2014, the Third Amendment to Amended and Restated Credit Agreement dated April 15, 2014, the Fourth Amendment to Amended and Restated Credit Agreement dated May 2, 2014, the Fifth Amendment to Amended and Restated Credit Agreement dated May 9, 2014, the Sixth Amendment to Amended and Restated Credit Agreement dated September 5, 2014, and the Seventh Amendment to Amended and Restated Credit Agreement dated November 10, 2014, the Credit Agreement), by and among the Borrower, the General Partner, the Parent, the Company, the Guarantors, the Administrative Agent, JPMorgan Chase Bank, N.A., as syndication agent, BMO Harris Bank, N.A., as documentation agent and the lenders party thereto.

The Eighth Amendment, among other things, modifies the terms of the Credit Agreement to permit Parsley Energy Operations, LLC (Operations) to make investments into a joint venture, in an aggregate amount not to exceed \$10 million, subject to additional terms and conditions. The joint venture is deemed not to be a Subsidiary, as defined in and for purposes of the Credit Agreement, so long as Operations does not own 100% of the aggregate ordinary voting power of the outstanding equity interests of the joint venture. As a result, the joint venture will not be required to become a guarantor of the obligations under the Credit Agreement or grant liens against its assets or properties to secure the obligations under the Credit Agreement.

In addition, the Eighth Amendment modifies the terms of the Credit Agreement to allow the Borrower or any Subsidiary (as defined in the Credit Agreement) to liquidate any swap agreement without a reduction to the Borrowing Base (as defined in the Credit Agreement), *provided*, however that the Borrowing Base will be reduced once the sum of (i) the fair market value of any disposition of oil and gas properties, during the period between Schedule Redetermination Dates (as defined in the Credit Agreement) and (ii) the Borrowing Base value of the liquidated portion of any swap agreements, during the period between Schedule Redetermination Dates, exceeds 5% of the Borrowing Base then in effect.

Further, the Eighth Amendment increases the Aggregate Elected Borrowing Base Commitments (as defined in the Credit Agreement) from \$365 million to \$500 million and reduces the Borrowing Base from \$560.8 million to \$500 million.

From time to time, the agents, arrangers, book runners and lenders under the Credit Agreement and their affiliates have provided, and may provide in the future, investment banking, commercial lending, hedging and financial advisory services to the Company and its affiliates in the ordinary course of business, for which they have received, or may in the future receive, customary fees and commissions for these transactions.

The foregoing description of the Eighth Amendment is not complete and is qualified by reference to the full text of the Eighth Amendment, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On April 27, 2015, the Company issued a news release announcing the increase of aggregate lender commitments under the Credit Agreement to \$500 million. A copy of the news release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

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The information in this Item 7.01, including Exhibit 99.1 hereto, is being furnished and shall not be deemed to be filed for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the Exchange Act), or otherwise subject to the liabilities of such section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.
(d) Exhibits

Exhibit number	Description
10.1	Eighth Amendment to Amended and Restated Credit Agreement, dated as of April 21, 2015, by and among Parsley Energy, L.P., as borrower, Parsley Energy Management, LLC, Parsley Energy, Inc., Parsley Energy, LLC, Wells Fargo Bank, National Association, as administrative agent and the lenders and other parties thereto.
99.1	News release of Parsley Energy, Inc., dated April 27, 2015.

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.

PARSLEY ENERGY, INC.

By: /s/ Colin W. Roberts
Colin W. Roberts
Vice President General Counsel

Dated: April 27, 2015

EXHIBIT INDEX

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99.1	News release of Parsley Energy, Inc., dated April 27, 2015.

**EIGHTH AMENDMENT
TO
AMENDED AND RESTATED CREDIT AGREEMENT**

Dated as of April 21, 2015

Among

PARSLEY ENERGY, L.P.,

as Borrower,

PARSLEY ENERGY MANAGEMENT, LLC,

as General Partner,

PARSLEY ENERGY, INC.,

as PEI,

PARSLEY ENERGY, LLC,

as Parent,

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Administrative Agent,

JPMORGAN CHASE BANK, N.A.,

as Syndication Agent,

BMO HARRIS BANK, N.A.,

as Documentation Agent,

and

The Lenders Party Thereto

WELLS FARGO SECURITIES, LLC

Sole Lead Arranger and Sole Bookrunner

EIGHTH AMENDMENT TO

AMENDED AND RESTATED CREDIT AGREEMENT

THIS EIGHTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this Eighth Amendment) dated as of April 21, 2015, is among Parsley Energy, L.P., a limited partnership duly formed and existing under the laws of the state of Texas (the Borrower); Parsley Energy Management, LLC, a Texas limited liability company (the General Partner); Parsley Energy, LLC, a Delaware limited liability company (the Parent); Parsley Energy, Inc., a Delaware corporation (PEI), each of the undersigned guarantors (the Guarantors), and together with the Borrower, the General Partner and the Parent, the Obligors); each of the Lenders party hereto; and Wells Fargo Bank, National Association (in its individual capacity, Wells Fargo), as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the Administrative Agent).

RECITALS

A. The Borrower, the General Partner, the Parent, the Administrative Agent and the Lenders are parties to that certain Amended and Restated Credit Agreement dated as of October 21, 2013 (as amended by the First Amendment to Amended and Restated Credit Agreement dated December 20, 2013, the Second Amendment to Amended and Restated Credit Agreement dated February 5, 2014, the Third Amendment to Amended and Restated Credit Agreement dated April 15, 2014, the Fourth Amendment to Amended and Restated Credit Agreement dated May 2, 2014, the Fifth Amendment to Amended and Restated Credit Agreement dated May 9, 2014, the Sixth Amendment to Amended and Restated Credit Agreement dated September 5, 2014 and the Seventh Amendment to Amended and Restated Credit Agreement dated November 10, 2014, the Credit Agreement), pursuant to which the Lenders have made certain credit available to and on behalf of the Borrower.

B. Operations desires to acquire approximately 63% of all of the outstanding Equity Interests in Pacesetter Drilling, LLC, a Texas limited liability company and has requested the Administrative Agent's and the Lenders' consent to certain amendments to the Credit Agreement in connection therewith.

C. The Borrower has requested and the Administrative Agent and the Lenders party hereto have agreed to amend the Credit Agreement, subject to the terms and conditions of this Eighth Amendment.

D. NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into this Eighth Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Each capitalized term used herein but not otherwise defined herein has the meaning given such term in the Credit Agreement, as amended by this Eighth Amendment (unless otherwise indicated). Unless otherwise indicated, all section references in this Eighth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments to Credit Agreement.

2.1 Amendments to Section 1.02 Certain Defined Terms.

(a) Clause (a) of the definition of Consolidated Net Income is hereby amended and restated in its entirety to read as follows:

(a) the net income of (i) so long as Operations does not own, of record and directly, 100% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Pacesetter, Pacesetter and (ii) any Person in which the Borrower or any Consolidated Subsidiary has an interest (which interest does not cause the net income of such other Person to be consolidated with the net income of the Borrower and the Consolidated Subsidiaries in accordance with GAAP), except, in the case of each of the foregoing clauses (i) and (ii), to the extent of the amount of dividends or distributions actually paid in cash during such period by Pacesetter or such other Person to the Borrower or to a Consolidated Subsidiary, as the case may be;

(b) The following definitions are hereby amended and restated in their entirety to read as follows:

Aggregate Elected Borrowing Base Commitments means (a) on the Eighth Amendment Effective Date, \$500,000,000, and (b) at any time thereafter, an amount determined in accordance with Section 2.07(g).

Subsidiary means any subsidiary of the Parent (including the Borrower); provided that (a) when used in reference to the Borrower, such as any Subsidiary of the Borrower, the Borrower and its Subsidiaries, the Borrower, for itself and for each of its Subsidiaries or words of similar construction, the term Subsidiary shall mean a subsidiary of the Borrower, (b) when used in reference to the General Partner, such as any Subsidiary of the General Partner, the General Partner and its Subsidiaries, the General Partner, for itself and for each of its Subsidiaries or words of similar construction, the term Subsidiary shall mean a subsidiary of the Parent and (c) so long as Operations does not own, of record and directly, 100% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Pacesetter, then Pacesetter and its subsidiaries shall be deemed not to be Subsidiaries of the Parent or the Borrower except for purposes of Section 7.06, Section 7.09, Section 7.10, Section 7.21, Section 7.24, Section 8.09, Section 8.14, Section 9.09, Section 9.13 and Section 12.03(b).

(c) The following definitions are hereby added where alphabetically appropriate to read as follows:

Eighth Amendment means that certain Eighth Amendment to Amended and Restated Credit Agreement, dated as of April 21, 2015, among the Borrower, the General Partner, the Parent, PEI, the Guarantors, the Administrative Agent and the Lenders party thereto.

Eighth Amendment Effective Date has the meaning given such term in the Eighth Amendment.

Pacesetter means Pacesetter Drilling, LLC, a Texas limited liability company.

2.2 Amendment to Section 2.07(e). Section 2.07(e) is hereby amended and restated in its entirety to read as follows:

(e) Reduction of Borrowing Base Related to Swap Agreements. If any Swap Agreement to which the Borrower or any Subsidiary is a party is Liquidated between two successive Scheduled Redetermination Dates and the Borrowing Base value assigned to the Liquidated portion of such Swap Agreements, when combined with (i) the fair market value of any Disposition of Oil and Gas Properties included in the most recently delivered Reserve Report or Subsidiaries owning Oil and Gas Properties included in the most recently delivered Reserve Report, in each case, during the period between such successive Scheduled Redetermination Dates and (ii) the Borrowing Base value of the Liquidated portion of other Swap Agreements Liquidated during the period between such successive Scheduled Redetermination Dates, exceeds five percent (5%) of the Borrowing Base as then in effect (as determined by the Administrative Agent), individually or in the aggregate, the Borrowing Base then in effect shall be reduced by an amount equal to the value, if any, assigned to the Liquidated portion of such Swap Agreement in the then effective Borrowing Base (after giving effect to any replacement Swap Agreements executed within three Business Days of such Liquidation), as determined by the Administrative Agent.

2.3 Amendment to Section 8.13. Section 8.13 is hereby amended by adding a new subsection (e) at the end of Section 8.13 to read as follows:

(e) In connection with each Investment made by Operations in Pacesetter pursuant to Section 9.05(l), the Parent shall cause Operations to promptly deliver to the Administrative Agent (but in any event no later than 10 Business Days following each such Investment) (i) a duly executed Supplement (as defined in the Guaranty Agreement) pledging the Equity Interests issued by Pacesetter acquired by Operations as a result of such Investment, as applicable, and (ii) original stock certificates evidencing such Equity Interests, together with an appropriate undated stock powers for each certificate duly executed in blank by Operations, if applicable.

2.4 Amendment to Section 9.05. Section 9.05 is hereby amended by (i) deleting ; or at the end of clause (j) of such Section 9.05, (ii) deleting . at the end of clause (k) of such Section 9.05 and (iii) adding a new clause (l) to the end of Section 9.05 to read as follows:

(l) Investments made by Operations in Pacesetter in an aggregate amount not to exceed \$10,000,000.

2.5 Amendment to Section 9.12(d)(iii). Section 9.12(d)(iii) is hereby amended and restated in its entirety to read as follows:

(iii) if such Disposition of Oil and Gas Property included in the most recently delivered Reserve Report or Subsidiary owning Oil and Gas Properties included in the most recently delivered Reserve Report, in each case, during any period between two successive Scheduled Redetermination Dates, when combined with the Borrowing Base value attributable to the Liquidated portion of Swap Agreements Liquidated between such successive Scheduled Redetermination Dates (after giving effect to any replacement Swap Agreements executed within three Business Days of such Liquidation), has a fair market value in excess of five percent (5%) of the Borrowing Base as then in effect (as determined by the Administrative Agent), individually or in the aggregate, the Borrowing Base shall be reduced, effective immediately upon such Disposition, by an amount equal to the value, if any, assigned such Property in the most recently delivered Reserve Report and

2.6 Amendment to Section 9.12(g). Section 9.12(g) is hereby amended and restated in its entirety to read as follows:

(g)(i) Dispositions permitted under Section 9.10, (ii) Liens permitted under Section 9.03, (iii) Restricted Payments permitted under Section 9.04 and (iv) Investments permitted under Section 9.05; provided that, notwithstanding the foregoing, any Disposition of any Oil and Gas Property or interest therein or any Subsidiary owning Oil and Gas Properties in connection with the foregoing clauses (g)(iii)-(iv) shall also be subject to, and constitute a Disposition regulated by, Section 9.12(d);

Section 3. New Lender; Assignments and Reallocation of Commitments and Loans; Borrowing Base Decrease.

3.1 New Lender; Assignments and Reallocation of Commitments and Loans. Each Lender party to the Credit Agreement immediately prior to the Eighth Amendment Effective Date (used herein as defined below) (the Existing Lenders) has, in consultation with the Borrower, agreed to reallocate its respective Maximum Credit Amount and Commitment and to, among other things, allow each of U.S. Bank National Association, The Bank of Nova Scotia and Compass Bank to become a party to the Credit Agreement as a Lender (each, a New Lender) by acquiring an interest in the total Maximum Credit Amounts and Commitments. The Administrative Agent and the Borrower hereby consent to such reallocation and each New Lender's acquisition of an interest in the Maximum Credit Amounts and Commitments and the Existing Lenders' assignment of its Commitments to the extent effected by the reallocation contemplated hereby. On the Eighth Amendment Effective Date, and after giving effect to such reallocations, (a) the Maximum Credit Amount and Commitment of each Lender (including each New Lender) shall be as set forth on Annex I of this Eighth Amendment, which Annex I supersedes and replaces Annex I to the Credit Agreement and (b) each

New Lender shall become a party to the Credit Agreement, as amended by this Eighth Amendment, as a Lender and shall have all of the rights and obligations of a Lender under the Credit Agreement, as amended by this Eighth Amendment, and the other Loan Documents. With respect to such reallocation, each Lender (including each New Lender) shall be deemed to have acquired the Maximum Credit Amount and Commitment allocated to it from each of the other Lenders pursuant to the terms of an Assignment and Assumption as if the Lenders had executed an Assignment and Assumption with respect to such allocation. On the Eighth Amendment Effective Date, the Administrative Agent shall take the actions specified in Section 12.04(b)(v), including recording the assignments described herein in the Register, and such assignments shall be effective for purposes of the Credit Agreement. Notwithstanding Section 12.04(b)(ii)(C), no Person shall be required to pay a processing and recordation fee of \$3,500 to the Administrative Agent in connection with such assignments. If on the Eighth Amendment Effective Date, any Eurodollar Loans have been funded, then the Borrower shall be obligated to pay any breakage fees or costs that are payable pursuant to Section 5.02 in connection with the reallocation of such outstanding Eurodollar Loans to effectuate the provisions of this paragraph.

3.2 Borrowing Base Decrease. For the period from and including the Eighth Amendment Effective Date to but excluding the next Redetermination Date, the amount of the Borrowing Base shall be equal to \$500,000,000. Notwithstanding the foregoing, the Borrowing Base may be subject to further adjustments from time to time pursuant to Sections 2.07(e), 2.07(f), 8.12(c) or 9.12(d). For the avoidance of any doubt, this Borrowing Base increase shall constitute the April 1, 2015 Scheduled Redetermination.

3.3 Aggregate Elected Borrowing Base Commitments Increase. With respect to the increase of the Aggregate Elected Borrowing Base Commitments and to the reallocation of Commitments pursuant to Section 3.1 of this Eighth Amendment, the Borrower shall be deemed to have delivered an Increase Notice as required pursuant to Section 2.07(g)(ii)(A) and each Lender (including each New Lender) shall be deemed to have delivered a Lender Certificate required pursuant to Section 2.07(g)(ii)(B). Annex I of this Eighth Amendment shall satisfy the requirements of the Administrative Agent to distribute a revised Annex I pursuant to Section 2.07(g)(ii)(C).

Section 4. Conditions of Effectiveness. This Eighth Amendment will become effective on the date on which each of the following conditions precedent are satisfied or waived (the Eighth Amendment Effective Date):

(a) The Administrative Agent shall have received from PEI, the Borrower, the General Partner, the Parent, each other Obligor and the Lenders, counterparts (in such number as may be requested by the Administrative Agent) of this Eighth Amendment signed on behalf of such Person.

(b) The Administrative Agent and the Lenders shall have received all fees and other amounts due and payable on or prior to the Eighth Amendment Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower pursuant to the Credit Agreement (including, to the extent invoiced on or prior to the Eighth Amendment Effective Date, the fees and expenses of Paul Hastings LLP, counsel to the Administrative Agent).

(c) No Default or Event of Default shall have occurred and be continuing as of the Eighth Amendment Effective Date.

(d) The Administrative Agent shall have received, together with title information previously delivered to the Administrative Agent, satisfactory title information on at least 80% of the total value of the Oil and Gas Properties of the Borrower and the Subsidiaries evaluated by the most recently delivered Reserve Report.

(e) The Administrative Agent shall have received duly executed and notarized deeds of trust and/or mortgages or supplements to existing deeds of trust and/or mortgages in form satisfactory to the Administrative Agent, to the extent necessary so that the Mortgaged Properties represent at least 80% of the total value of the Oil and Gas Properties of the Borrower and the Subsidiaries evaluated by the most recently delivered Reserve Report.

(f) The Administrative Agent shall have received duly executed Notes payable to U.S. Bank National Association, The Bank of Nova Scotia and Compass Bank to the extent requested by such Lender, in a principal amount equal to the applicable new Maximum Credit Amount of such Lender, dated as of Eighth Amendment Effective Date.

(g) The Administrative Agent shall have received such other documents as the Administrative Agent or its special counsel may reasonably require.

The Administrative Agent is hereby authorized and directed to declare this Eighth Amendment to be effective when it has received documents confirming compliance with the conditions set forth in this Section 4 or the waiver of such conditions as agreed to by the Majority Lenders. Such declaration shall be final, conclusive and binding upon all parties to the Credit Agreement for all purposes.

Section 5. Miscellaneous.

(a) Confirmation. The provisions of the Credit Agreement, as amended by this Eighth Amendment, shall remain in full force and effect following the effectiveness of this Eighth Amendment.

(b) Ratification and Affirmation; Representations and Warranties. Each of PEI and each Obligor hereby:

(a) acknowledges the terms of this Eighth Amendment; (b) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended hereby; (c) agrees that from and after the Eighth Amendment Effective Date each reference to the Credit Agreement in the other Loan Documents shall be deemed to be a reference to the Credit Agreement, as amended by this Eighth Amendment; and (d) represents and warrants to the Lenders that as of the date hereof, after giving effect to the terms of this Eighth Amendment: (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (except that any representation and warranty that is qualified

by materiality shall be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects (except that any representation and warranty that is qualified by materiality shall be true and correct in all respects) as of such specified earlier date, (ii) no Default or Event of Default has occurred and is continuing and (iii) no event, development or circumstance has occurred or exists that has resulted in, or could reasonably be expected to have, a Material Adverse Effect.

(c) Counterparts. This Eighth Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Eighth Amendment by telecopy, facsimile, as an attachment to an email or other similar electronic means shall be effective as delivery of a manually executed counterpart of this Eighth Amendment.

(d) NO ORAL AGREEMENT. THIS EIGHTH AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith AND THEREwith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR UNWRITTEN ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

(e) GOVERNING LAW. THIS EIGHTH AMENDMENT (INCLUDING, BUT NOT LIMITED TO, THE VALIDITY AND ENFORCEABILITY HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

(f) Loan Document. This Eighth Amendment is a Loan Document as defined and described in the Credit Agreement and all of the terms and provisions of the Credit Agreement relating to Loan Documents shall apply hereto.

(g) Payment of Expenses. In accordance with Section 12.03, the Borrower agrees to pay or reimburse the Administrative Agent for all of its reasonable and documented out-of-pocket costs and expenses incurred in connection with this Eighth Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

(h) Severability. Any provision of this Eighth Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(i) Successors and Assigns. This Eighth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to be duly executed and delivered by their proper and duly authorized officer(s) as of the day and year first above written.

BORROWER:

PARSLEY ENERGY, L.P.

By: PARSLEY ENERGY MANAGEMENT, LLC,
its general partner

By: /s/ Bryan Sheffield
Name: Bryan Sheffield
Title: President

GENERAL PARTNER:

PARSLEY ENERGY MANAGEMENT, LLC

By: /s/ Bryan Sheffield
Name: Bryan Sheffield
Title: President

PARENT:

PARSLEY ENERGY, LLC

By: /s/ Bryan Sheffield
Name: Bryan Sheffield
Title: President

PEI:

PARSLEY ENERGY, INC.

By: /s/ Bryan Sheffield
Name: Bryan Sheffield
Title: President

GUARANTOR:

PARSLEY ENERGY OPERATIONS, LLC

By: /s/ Bryan Sheffield
Name: Bryan Sheffield
Title: Manager

[Eighth Amendment Signature Page]

GUARANTOR:

PARSLEY ENERGY AVIATION, LLC

By: /s/ Bryan Sheffield

Name: Bryan Sheffield

Title: Manager

GUARANTOR:

PARSLEY FINANCE CORP.

By: /s/ Bryan Sheffield

Name: Bryan Sheffield

Title: President

[Eighth Amendment Signature Page]

ADMINISTRATIVE AGENT AND LENDER: WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Greg Smothers

Name: Greg Smothers

Title: Director

[Eighth Amendment Signature Page]

LENDER:

BMO HARRIS BANK, N.A.

By: /s/ Matthew L. Davis

Name: Matthew L. Davis

Title: Vice President

[Eighth Amendment Signature Page]

LENDER:

JPMORGAN CHASE BANK, N.A.

By: /s/ Traci Bankston

Name: Traci Bankston

Title: Authorized Officer

[Eighth Amendment Signature Page]

LENDER:

THE BANK OF NOVA SCOTIA

By: /s/ Alan Dawson

Name: Alan Dawson

Title: Director

[Eighth Amendment Signature Page]

LENDER:

BOKF NA DBA BANK OF TEXAS

By: /s/ Thomas E. Stelmar, Jr.

Name: Thomas E. Stelmar, Jr.

Title: Senior Vice President

[Eighth Amendment Signature Page]

LENDER:

COMPASS BANK

By: /s/ Blake Kirshman
Name: Blake Kirshman
Title: Senior Vice President

[Eighth Amendment Signature Page]

LENDER:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: /s/ Nupur Kumar

Name: Nupur Kumar

Title: Authorized Signatory

By: /s/ Karin Rahimtoola

Name: Karin Rahimtoola

Title: Authorized Signatory

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LENDER:

MORGAN STANLEY BANK, N.A.

By: /s/ Michael King

Name: Michael King

Title: Authorized Signatory

[Eighth Amendment Signature Page]

LENDER:

ROYAL BANK OF CANADA

By: /s/ Kristan Spivey

Name: Kristan Spivey

Title: Authorized Signatory

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LENDER:

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Tara McLean

Name: Tara McLean

Title: Vice President

[Eighth Amendment Signature Page]

LENDER:

FROST BANK, A TEXAS STATE BANK

By: /s/ Jack Herndon

Name: Jack Herndon

Title: Senior Vice President

[Eighth Amendment Signature Page]

ANNEX I

LIST OF MAXIMUM CREDIT AMOUNTS

Name of Lender	Applicable Percentage	Maximum Credit Amount
Wells Fargo Bank, National Association	19.00%	\$ 142,500,000.00
BMO Harris Bank, N.A.	14.00%	\$ 105,000,000.00
JPMorgan Chase Bank, N.A.	14.00%	\$ 105,000,000.00
The Bank of Nova Scotia	6.80%	\$ 51,000,000.00
BOKF NA dba Bank of Texas	6.80%	\$ 51,000,000.00
Compass Bank	6.80%	\$ 51,000,000.00
Credit Suisse AG, Cayman Islands Branch	6.80%	\$ 51,000,000.00
Morgan Stanley Bank, N.A.	6.80%	\$ 51,000,000.00
Royal Bank of Canada	6.80%	\$ 51,000,000.00
U.S. Bank National Association	6.80%	\$ 51,000,000.00
Frost Bank, a Texas State Bank	5.40%	\$ 40,500,000.00
TOTAL	100.00%	\$ 750,000,000.00

Annex I to Eighth Amendment

NEWS RELEASE

Parsley Energy Increases Committed Portion of Credit Facility to \$500 Million

AUSTIN, Texas, April 27, 2015 Parsley Energy, Inc. (NYSE: PE) (Parsley or the Company) today announced that aggregate lender commitments under its revolving credit facility have been increased by \$135 million to \$500 million. Aggregate commitments equal the Company s \$500 million borrowing base, which was reduced by approximately \$61 million in the April 1, 2015 redetermination by its bank lending group. Parsley currently has no outstanding borrowings under its credit facility, leaving \$500 million of unused borrowing capacity.

About Parsley Energy, Inc.

Parsley Energy, Inc. is an independent oil and natural gas company focused on the acquisition, development, and exploitation of unconventional oil and natural gas reserves in the Permian Basin in West Texas. For more information, visit our website at www.parsleyenergy.com.

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347,184,902

Commitments and contingencies

Stockholders' equity:

Preferred stock, \$0.01 par value, 25,000,000 shares authorized, none issued as of September 30, 2018 and December 31, 2017

—

—

Common stock, \$0.01 par value, 700,000,000 shares authorized, 70,924,609 and 70,394,307 shares issued and outstanding as of September 30, 2018 and December 31, 2017, respectively
709,247

703,944

Additional paid-in capital
893,627,836

887,625,902

Accumulated deficit
(421,863,589
)

(427,164,813
)

Total stockholders' equity
472,473,494

461,165,033

Total liabilities and stockholders' equity
\$
826,493,553

\$
808,349,935

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

EAGLE BULK SHIPPING INC. AND SUBSIDIARIES

Condensed Consolidated Statements of Operations for the Three and Nine Months Ended September 30, 2018 and 2017

(Unaudited)

	Three Months Ended		Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
Revenues, net	\$69,092,740	\$62,710,903	\$223,402,049	\$162,197,184
Voyage expenses	15,126,287	17,462,699	54,845,843	44,195,710
Vessel expenses	19,568,961	20,110,123	61,224,734	57,374,444
Charter hire expenses	7,459,921	9,652,468	27,836,243	19,971,380
Depreciation and amortization	9,460,192	8,980,992	28,009,067	24,494,397
General and administrative expenses	8,882,790	8,620,938	27,692,259	24,989,738
Gain on sale of vessels	(235,695)	(202,487)	(340,768)	(2,100,386)
Total operating expenses	60,262,456	64,624,733	199,267,378	168,925,283
Operating income/(loss)	8,830,284	(1,913,830)	24,134,671	(6,728,099)
Interest expense	6,574,826	7,836,999	19,222,906	21,140,746
Interest income	(130,020)	(142,940)	(337,248)	(518,379)
Other expense /(income)	(199,344)	647,457	(839,321)	(138,206)
Total other expense, net	6,245,462	8,341,516	18,046,337	20,484,161
Net income/(loss)	\$2,584,822	\$(10,255,346)	\$6,088,334	\$(27,212,260)
Weighted average shares outstanding:				
Basic	70,649,556	70,329,252	70,539,951	68,782,517
Diluted	72,356,655	70,329,252	71,855,683	68,782,517
Per share amounts:				
Basic income/(loss)	\$0.04	\$(0.15)	\$0.09	\$(0.40)
Diluted income/(loss)	\$0.04	\$(0.15)	\$0.08	\$(0.40)

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

EAGLE BULK SHIPPING INC. AND SUBSIDIARIES

Condensed Consolidated Statements of Comprehensive Income/(Loss)
for the Three and Nine Months Ended September 30, 2018 and 2017

(Unaudited)

	Three Months Ended		Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
Net income/(loss)	\$2,584,822	\$(10,255,346)	\$6,088,334	\$(27,212,260)

Comprehensive income/(loss) \$2,584,822 \$(10,255,346) \$6,088,334 \$(27,212,260)

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

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EAGLE BULK SHIPPING INC. AND SUBSIDIARIES

Condensed Consolidated Statements of Stockholders' Equity
For the Nine Months Ended September 30, 2018 and 2017
(Unaudited)

	Common Stock	Common Stock Amount	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
Balance at December 31, 2017	70,394,307	\$703,944	\$887,625,902	\$(427,164,813)	\$461,165,033
Cumulative effect of accounting change (Note 2) *	—	—	—	(787,110)	(787,110)
Net income	—	—	—	6,088,334	6,088,334
Issuance of shares due to vesting of restricted shares and exercise of options	530,302	5,293	(5,293)	—	—
Cash received due to exercise of stock options	—	10	4,856	—	4,866
Cash used to settle net share equity awards	—	—	(2,018,195)	—	(2,018,195)
Stock-based compensation	—	—	8,020,566	—	8,020,566
Balance at September 30, 2018	70,924,609	\$709,247	\$893,627,836	\$(421,863,589)	\$472,473,494

* The opening accumulated deficit has been adjusted on January 1, 2018 in connection with adoption of Accounting Standards Update 2014-09 ("ASC 606"). Please refer to Note 2 "Recent Accounting Pronouncements" to the condensed consolidated financial statements.

	Common Stock	Common Stock Amount	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
Balance at January 1, 2017	48,106,827	\$481,069	\$783,369,698	\$(383,368,128)	\$400,482,639
Net loss	—	—	—	(27,212,260)	(27,212,260)
Issuance of shares for private placement, net of issuance costs	22,222,223	222,222	95,807,781	—	96,030,003
Vesting of restricted shares, net of shares withheld for employee tax	1,094	11	(11)	—	—
Stock-based compensation	—	—	6,998,960	—	6,998,960
Balance at September 30, 2017	70,330,144	\$703,302	\$886,176,428	\$(410,580,388)	\$476,299,342

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

EAGLE BULK SHIPPING INC. AND SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows for the Nine Months Ended September 30, 2018 and 2017
(Unaudited)

	Nine Months Ended	
	September 30,	September 30,
	2018	2017
Cash flows from operating activities:		
Net income/(loss)	\$6,088,334	\$(27,212,260)
Adjustments to reconcile net income/(loss) to net cash provided by operating activities:		
Depreciation	24,115,813	21,436,051
Amortization of deferred drydocking costs	3,893,254	3,058,346
Amortization of debt issuance costs	1,433,971	4,558,145
Amortization of fair value below contract value of time charter acquired	(511,426)	(546,308)
Payment-in-kind interest on debt	—	7,749,872
Net unrealized gain on fair value of derivative instruments	(52,506)	126,651
Stock-based compensation expense	8,020,566	6,998,960
Drydocking expenditures	(6,536,478)	(2,772,678)
Gain on sale of vessels	(340,768)	(2,100,386)
Fees paid on time charter termination	—	(1,500,000)
Changes in operating assets and liabilities:		
Accounts receivable	1,103,935	(5,068,678)
Other current and non-current assets	(553,987)	(1,917,446)
Prepaid expenses	742,357	972,635
Inventories	836,648	(1,725,658)
Accounts payable	1,438,208	97,856
Accrued interest	4,161,502	11,578
Other accrued and other non-current liabilities	(4,061,872)	(2,211,819)
Unearned revenue	(1,287,723)	1,527,824
Net cash provided by operating activities	38,489,828	1,482,685
Cash flows from investing activities:		
Purchase of vessels and vessel improvements	(20,043,324)	(174,004,286)
Advance paid for purchase of vessel and scrubbers	(8,182,119)	—
Proceeds from redemption of Short-term investment	4,500,000	—
Proceeds from sale of vessels	20,545,202	18,400,000
Purchase of other fixed assets	(148,770)	(183,344)
Net cash used in investing activities	(3,329,011)	(155,787,630)
Cash flows from financing activities:		
Repayment of term loan under First Lien Facility	—	(9,200,000)
Repayment of revolver loan under First Lien Facility	—	(5,000,000)
Repayment of revolver loan under New First Lien Facility	(5,000,000)	—
Proceeds from Ultraco Debt Facility	8,600,000	61,200,000
Proceeds from the common stock private placement, net of issuance costs	—	96,030,003
Cash received from exercise of stock options	4,866	—
Cash used to settle net share equity awards	(2,018,195)	—
Financing costs paid to the lender - Ultraco Debt Facility	—	(918,000)
Other financing costs	(1,428,792)	—

Net cash provided by financing activities	157,879	142,112,003
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Net increase/(decrease) in cash and cash equivalents and restricted cash	35,318,696	(12,192,942)
Cash and cash equivalents and restricted cash at beginning of period	56,325,961	76,591,027
Cash and cash equivalents and restricted cash at end of period	\$91,644,657	\$64,398,085
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash paid during the year for interest	\$13,627,434	\$8,821,178
Non-cash deferred financing costs included in other liabilities	—	575,000

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

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EAGLE BULK SHIPPING INC. AND SUBSIDIARIES

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," "our" or similar terms). The Company is engaged in the ocean transportation of dry bulk cargoes worldwide through the ownership, charter and operation of dry bulk vessels. The Company's fleet is comprised of Supramax and Ultramax dry bulk carriers which are considered to be Handymax class of vessels and the Company operates its business in one business segment.

As of September 30, 2018, the Company owned and operated a modern fleet of 46 oceangoing vessels, including 34 Supramax and 12 Ultramax vessels with a combined carrying capacity of 2,640,132 deadweight tonnage ("dwt") and an average age of approximately 8.8 years. Additionally, the Company charters-in two 61,400 dwt, 2013 built Ultramax vessels for a remaining period of approximately three years. In addition, the Company charters-in third-party vessels on a short to medium term basis.

For the three and nine months ended September 30, 2018 and 2017, the Company's charterers did not individually account for more than 10% of the Company's gross charter revenue during those periods.

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 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 2017 Annual Report on Form 10-K, filed with the SEC on March 12, 2018.

The accompanying condensed consolidated financial statements are unaudited and include all adjustments (consisting of normal recurring adjustments) that management considers necessary for a fair presentation of its condensed consolidated 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.

We adopted the Financial Accounting Standards Board's ("FASB") Accounting Standards Update ("ASU") 2014-09, "Revenue from Contracts with Customers" ("ASU 2014-09" or "ASC 606") as of January 1, 2018 utilizing the modified retrospective method of transition. ASC 606 impacted the timing of recognition of revenues from certain ongoing spot voyage charters as well as timing of recognition of certain voyage related expenses. Under ASC 606, revenue is recognized beginning from the commencement of loading until the completion of discharge at the discharge port instead of recognizing revenue from the discharge of the previous voyage so long as an agreed non-cancellable charter between the Company and the charterer is in existence, the charter rate is fixed and determinable, and collectability is reasonably assured.

With the adoption of ASC 606, we recognize as an asset any costs incurred prior to commencement of loading because these costs are incurred to fulfill a contract and are directly related to a contract or an anticipated contract that we can specifically identify. These costs are amortized over the term of the contract on a straight-line basis as the performance obligations are met.

We recorded an adjustment of approximately \$0.8 million to increase our opening accumulated deficit and increase our unearned revenue and other current assets on our Condensed Consolidated Balance Sheet on January 1, 2018.

Please refer to Note 2 "Recent Accounting Pronouncements" for further information.

The preparation of condensed 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 condensed 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 residual value of vessels, the useful lives of vessels, the value of stock-based compensation and the fair value of derivatives. Actual results could differ from those estimates.

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Note 2. Recent Accounting Pronouncements

Revenue Recognition

Our shipping revenues are principally generated from time charters and voyage charters. In a time charter contract, the vessel is hired by the charterer for a specified period of time in exchange for consideration which is based on a daily hire rate. The charterer has the full discretion over the ports visited, shipping routes and vessel speed. The contract/charter party generally provides typical warranties regarding the speed and performance of the vessel. The charter party generally has some owner protective restrictions such that the vessel is sent only to safe ports by the charterer, subject always to compliance with applicable sanction laws, and carry only lawful or non hazardous cargo. In a time charter contract, the Company is responsible for all the costs incurred for running the vessel such as crew costs, vessel insurance, repairs and maintenance and lubes. The charterer bears the voyage related costs such as bunker expenses, port charges and canal tolls during the hire period. The performance obligations in a time charter contract are satisfied over the term of the contract beginning when the vessel is delivered to the charterer until it is redelivered back to the Company. The charterer generally pays the charter hire in advance of the upcoming contract period. The time charter contracts are considered operating leases and therefore do not fall under the scope of ASC 606 because (i) the vessel is an identifiable asset (ii) the Company does not have substantive substitution rights and (iii) the charterer has the right to control the use of the vessel during the term of the contract and derives the economic benefits from such use.

Voyage charters

In a voyage charter contract, the charterer hires the vessel to transport a specific agreed-upon cargo for a single voyage which may contain multiple load ports and discharge ports. The consideration in such a contract is determined on the basis of a freight rate per metric ton of cargo carried or occasionally on a lump sum basis. The charter party generally has a minimum amount of cargo. The charterer is liable for any short loading of cargo or "dead" freight. The voyage contract generally has standard payment terms of 95% freight paid within three days after completion of loading. The voyage charter party generally has a "demurrage" or "despatch" clause. As per this clause, the charterer reimburses the Company for any potential delays exceeding the allowed laytime as per the charter party clause at the ports visited which is recorded as demurrage revenue. Conversely, the charterer is given credit if the loading/discharging activities happen within the allowed laytime known as despatch resulting in a reduction in revenue. In a voyage charter contract, the performance obligations begin to be satisfied once the vessel begins loading the cargo. The Company determined that its voyage charter contracts consist of a single performance obligation of transporting the cargo within a specified time period. Therefore, the performance obligation is met evenly as the voyage progresses, and the revenue is recognized on a straight line basis over the voyage days from the commencement of the loading of cargo to completion of discharge.

The voyage contracts are considered service contracts which fall under the provisions of ASC 606 because the Company as the shipowner retains the control over the operations of the vessel such as directing the routes taken or the vessel speed. The voyage contracts generally have variable consideration in the form of demurrage or despatch. The amount of revenue earned as demurrage or despatch paid by the Company for the three and nine months ended September 30, 2018 is not material.

The following table shows the revenues earned from time charters and voyage charters for the three and nine months ended September 30, 2018:

	Three Months Ended September 30, 2018	Nine Months Ended September 30, 2018
Time charters	\$36,509,900	\$103,188,591
Voyage charters	32,582,840	120,213,458
	\$69,092,740	\$223,402,049

Contract costs

In a voyage charter contract, the Company bears all voyage related costs such as fuel costs, port charges and canal tolls. These costs are considered contract fulfillment costs because the costs are direct costs related to the performance of the contract and are expected to be recovered. The costs incurred during the period prior to commencement of loading the cargo, primarily bunkers, are deferred as they represent setup costs and recorded as a current asset and are amortized on a straight-line basis as the related performance obligations are satisfied.

In May 2014, the FASB issued 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. Under ASC 606, an entity is required to perform the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations of the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfied a performance obligation. Additionally, the guidance requires improved disclosures as to the nature, amount, timing and uncertainty of revenue that is recognized.

We adopted the provisions of ASC 606 on January 1, 2018 using the modified retrospective approach. As such, the comparative information has not been restated and continues to be reported under the accounting standards in effect for periods prior to January 1, 2018. Under the modified retrospective approach, the Company recognized the cumulative effect of adopting this standard as an adjustment amounting to \$0.8 million to increase the opening balance of Accumulated Deficit as of January 1, 2018. The Company recognized \$0.8 million of deferred costs which represents the costs such as bunker expenses and charter hire expenses on chartered-in vessels, incurred prior to commencement of loading are recorded in other current assets and \$1.6 million of unearned charter hire revenue which represents the Company's obligation to satisfy performance obligations under the contract for which the Company has received consideration from the customer.

The adoption of ASC 606 impacted the timing of recognition of revenue for certain ongoing spot voyage charter contracts, related voyage expenses and charter hire expenses. Under ASU 2014-09, revenue is recognized from when the vessel commences loading through the completion of discharge at the discharge port instead of recognizing revenue from the discharge of the previous voyage provided an agreed non-cancellable charter between the Company and the charterer is in existence, the charter rate is fixed and determinable, and collectability is reasonably assured. Any expenses incurred during the ballast portion of the voyage (time spent by the vessel traveling from discharge port of the previous voyage to the load port of the subsequent voyage) such as bunker expenses, canal tolls and charter hire expenses for chartered-in vessels are deferred and are recognized on a straight-line basis over the charter period as the Company satisfies the performance obligations under the contract.

Further, the adoption of ASC 606 impacted the accounts receivable and unearned revenue on our Condensed Consolidated Balance Sheet as of September 30, 2018. Under ASC 606, receivables represent an entity's unconditional right to consideration, billed or unbilled. The Company determined that the performance obligations on its spot voyage charters do not begin to be satisfied unless the vessel arrives at the load port and commences loading the cargo. This impacted the amount of accounts receivable and unearned revenue recorded in our Condensed Consolidated Balance Sheet.

The following table presents the impact of the adoption of ASC 606 on our Condensed Consolidated Balance Sheet at September 30, 2018:

	As of September 30, 2018		
	As Reported	Balances without Adoption of ASC 606	Effect of Change
Assets			
Accounts receivable	\$16,142,605	\$16,959,548	\$(816,943)

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Other current assets	2,693,532	2,289,473	404,059
Liabilities			
Unearned charter hire revenue	5,974,568	5,751,495	223,073

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The following table presents the impact of the adoption of ASC 606 on our Condensed Consolidated Statement of Operations:

	Three Months Ended September 30, 2018			Nine Months Ended September 30, 2018		
	As Reported	Balances without Adoption of ASC 606	Effect of Change	As Reported	Balances without Adoption of ASC 606	Effect of Change
Revenue, net	\$69,092,740	\$69,030,905	\$61,835	\$223,402,049	\$222,858,447	\$543,602
Voyage expenses	15,126,287	15,141,151	14,864	54,845,843	54,646,287	(199,556)
Charter hire expenses	7,459,921	7,453,073	(6,848)	27,836,243	27,614,242	(222,001)
Net income	2,584,822	2,514,971	69,851	6,088,334	5,966,289	122,045
Basic income per share	\$0.04	\$0.04	\$0.00	\$0.09	\$0.09	\$0.00
Diluted income per share	\$0.04	\$0.03	\$0.00	\$0.08	\$0.08	\$0.00

The cumulative effect of changes made to our opening Consolidated Balance Sheet on January 1, 2018 for the adoption of ASC 606:

	December 31, 2017	Effect of Adoption of ASC 606	January 1, 2018
Assets			
Other current assets ⁽¹⁾	\$ 785,027	\$796,508	\$1,581,535
Liabilities			
Unearned charter hire revenue ⁽²⁾	5,678,673	1,583,618	7,262,291
Stockholders' equity			
Accumulated deficit	(427,164,813)	(787,110)	(427,951,923)

⁽¹⁾ Under ASC 606, the contract fulfillment costs are deferred as a current asset and amortized as the related performance obligations are satisfied. The adjustment to other current assets includes bunker expenses of \$0.6 million incurred to arrive at the load port for the voyages in progress as of January 1, 2018 and \$0.2 million of charter hire expenses on third party chartered-in vessels which were chartered-in to fulfill the performance obligations under the voyage contract.

⁽²⁾ Under ASC 606, unearned charter hire revenue represents the consideration received for undelivered performance obligations. The Company recorded \$1.5 million as the unearned revenue on voyages in progress as of January 1, 2018. The Company recognized this revenue in the first quarter of 2018 as the performance obligations are met.

The adoption of ASC 606 had no impact on net cash provided by operating activities, investing activities and financing activities for the three and nine months ended September 30, 2018.

Cash, cash equivalents and restricted cash

In November 2016, the FASB issued ASU 2016-18. The amendments in ASU 2016-18 require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts described as restricted cash and restricted cash equivalents. Therefore, the restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. We adopted this accounting standard as of January 1, 2018 and \$10,907,592 of

restricted cash has been aggregated with the cash and cash equivalents as of September 30, 2018. Additionally, we retrospectively aggregated \$74,917 of restricted cash with cash and cash equivalents in

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both the beginning-of-period and end-of-period line items at the bottom of the statements of cash flows for nine months ended September 30, 2017.

In February 2016, the FASB issued ASU No. 2016-02, Leases ("ASU 2016-02"). ASU 2016-02 is intended to increase the transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. In order to meet that objective, the new standard requires recognition of the assets and liabilities that arise from leases. A lessee will be required to recognize on the balance sheet the assets and liabilities for leases with lease terms of more than 12 months. Accounting by lessors will remain largely unchanged from current U.S. GAAP. The requirements of this standard include an increase in required disclosures. The new standard is effective for public companies for fiscal years beginning after December 15, 2018, and interim periods within those years, with early adoption permitted. In July, 2018, the FASB issued updated guidance which allows an additional transition method to adopt the new lease standard, which allows for a cumulative-effect adjustment to the beginning balance of retained earnings in the period of adoption. The Company plans to elect this transition method as of January 1, 2019.

The Company is currently evaluating the effect that adopting this standard will have on our financial statements and related disclosures. Management expects that the Company will recognize increases in reported amounts for vessel and other fixed assets and related lease liabilities upon adoption of the new standard. The Company currently charters in two vessels with lease terms of more than 12 months and has two operating leases for the Company's offices in Stamford, CT and Singapore. Refer to "Note 6 Commitments and Contingencies" to the condensed consolidated financial statements for disclosure about the Company's time charter commitments as of September 30, 2018.

Note 3. Vessels

Vessel and Vessel Improvements

As of September 30, 2018, the Company's owned operating fleet consisted of 46 dry bulk vessels.

On December 19, 2017, the Company, through its subsidiary Eagle Bulk Ultraco LLC, signed a memorandum of agreement to acquire a 2015 built Ultramax vessel for \$21.3 million. The Company took delivery of the vessel, the New London Eagle on January 9, 2018.

On August 30, 2017, the Company signed a memorandum of agreement to sell the vessel Avocet for \$9.6 million after brokerage commissions and associated selling expenses. The vessel was delivered to the buyers in the second quarter of 2018. The Company recorded a gain of \$0.1 million in its condensed consolidated statement of operations for the three and nine months ended September 30, 2018.

On March 23, 2018, the Company signed a memorandum of agreement to sell the vessel Thrush for \$10.8 million after brokerage commissions and associated selling expenses. The vessel was delivered to the buyers in the third quarter of 2018. As per the bond terms under the Norwegian Bond Debt, the proceeds from the sale of vessels are to be held in a restricted cash account to be used to finance the acquisition of additional vessels in Shipco. As a result, the Company recorded the proceeds of the sale of Thrush as restricted cash at September 30, 2018 in the condensed consolidated financial statements. Please refer to Note 4 "Debt" to the condensed consolidated financial statements. The Company recorded a gain of \$0.2 million in its condensed consolidated statements of operations for the three and nine months ended September 30, 2018.

On July 20, 2018, the Company, through its subsidiary Eagle Bulk Ultraco LLC, signed a memorandum of agreement to acquire a 2014 built Ultramax vessel for \$21.3 million. The Company paid \$4.2 million as an advance payment for the acquisition as of September 30, 2018. The Company took delivery of the vessel, Hamburg Eagle on October 22, 2018.

On August 14, 2018, the Company entered into a contract for installation of ballast water treatment systems ("BWTS") on 46 of our owned vessels. The projected costs, including installation, is approximately \$0.5 million per BWTS. The Company intends to complete the installation during scheduled drydockings.

On September 4, 2018, the Company entered into a series of agreements to purchase up to 37 scrubber systems which are to be retrofitted on the vessels. The Agreements are comprised of firm orders for 19 scrubber systems and up to an additional 18 units, at the Company's option. The projected costs, including installation, is approximately \$2.0 million

per scrubber system. The

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Company intends to complete the retrofit of all 19 vessels prior to the January 1, 2020 implementation date of the new sulphur emission cap regulation, as set forth by the International Maritime Organization ("IMO"). The Company recorded \$4.4 million of scrubber system costs and \$0.3 million for BWTS in other assets in the condensed consolidated balance sheet as of September 30, 2018.

Vessel and vessel improvements consist of the following:

Vessels and Vessel Improvements, at December 31, 2017	\$690,236,419
Advance paid for purchase of New London Eagle at December 31, 2017	2,201,773
Purchase of Vessels and Vessel Improvements	20,043,324
Disposal of vessel	(10,354,855)
Vessel depreciation expense	(23,981,272)
Vessels and Vessel Improvements, at September 30, 2018	\$678,145,389

Note 4. Debt

	September 30, 2018	December 31, 2017
Norwegian Bond Debt	\$200,000,000	\$200,000,000
Debt discount and debt issuance costs - Norwegian Bond Debt	(5,297,156)	(6,049,671)
Less:Current portion of Norwegian Bond Debt	(8,000,000)	(4,000,000)
Norwegian Bond Debt, net of debt discount and debt issuance costs	186,702,844	189,950,329
New First Lien Facility *	60,000,000	65,000,000
Debt discount and debt issuance costs - New First Lien Facility	(1,128,553)	(1,241,815)
Less:Current portion of New First Lien Facility	(8,600,000)	—
New First Lien Facility, net of debt issuance costs and debt discount	50,271,447	63,758,185
Ultraco Debt Facility	69,800,000	61,200,000
Debt discount and debt issuance costs - Ultraco Debt Facility	(1,099,094)	(1,224,838)
Less:Current portion of Ultraco Debt Facility	(7,150,285)	—
Ultraco Debt Facility, net of debt issuance costs and debt discount	61,550,621	59,975,162
Total long-term debt, net of debt issuance costs and debt discount	\$298,524,912	\$313,683,676

* Includes loan balances on term loan and revolver loan facility under the New First Lien Facility as of December 31, 2017. The revolver loan of \$5.0 million under the New First Lien Facility was repaid in the first quarter of 2018.

Norwegian Bond Debt

On November 28, 2017, Eagle Bulk Shipco LLC, a wholly-owned subsidiary of the Company ("Shipco" or "Issuer") issued \$200,000,000 in aggregate principal amount of 8.250% Senior Secured Bonds (the "Bonds" or the "Norwegian Bond Debt"), pursuant to those certain bond terms (the "Bond Terms"), dated as of November 22, 2017, by and between the Issuer and Nordic Trustee AS, as the Bond Trustee. After giving effect to an original issue discount of approximately 1% and deducting offering expenses of \$3.1 million, the net proceeds from the issuance of the Bonds were approximately \$195.0 million. These net proceeds from the Bonds, together with the proceeds from the New First Lien Facility and cash on hand, were used to repay all amounts outstanding including accrued interest under various debt facilities outstanding at that time and to pay expenses associated with the refinancing transactions. Shipco incurred \$1.3 million in other financing costs in connection with the transaction.

The Norwegian Bond Debt is guaranteed by the limited liability companies that are subsidiaries of the Issuer and the legal and beneficial owners of 27 security vessels (the "Shipco Vessels") in the Company's fleet, and are secured by mortgages over such security vessels, a pledge granted by the Company over all of the shares of the Issuer, a pledge granted by the Issuer over all the shares in the Vessel Owners, certain charter contract assignments, certain assignments of earnings, a pledge over certain accounts, an assignment of insurances covering security vessels, and assignments of intra-group debt between the Company and the Issuer or its subsidiaries.

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Pursuant to the Bond Terms, interest on the Bonds will accrue at a rate of 8.25% per annum on the nominal amount of each of the Bonds from November 28, 2017, payable semi-annually on May 29 and November 29 of each year (each, an “Interest Payment Date”), commencing May 29, 2018. The Bonds will mature on November 28, 2022. On each Interest Payment Date from and including November 29, 2018, the Issuer must repay an amount of \$4,000,000, plus accrued interest thereon. Any outstanding Bonds must be repaid in full on the Maturity Date at a price equal to 100% of the nominal amount, plus accrued interest thereon.

The Issuer may redeem some or all of the outstanding Bonds at any time on or after the Interest Payment Date in May 2020 (the “First Call Date”), at the following redemption prices (expressed as a percentage of the nominal amount), plus accrued interest on the redeemed amount, on any business day from and including:

Period	Redemption Price
First Call Date to, but not including, the Interest Payment Date in November 2020	104.125%
Interest Payment Date in November 2020 to but not including, the Interest Payment Date in May 2021	103.3%
Interest Payment Date in May 2021 to, but not including, the Interest Payment Date in November 2021	102.475%
Interest Payment Date in November 2021 to, but not including, the Interest Payment Date in May 2022	101.65%
Interest Payment Date in May 2022 to, but not including, the Maturity Date	100%

Prior to the First Call Date, the Issuer may redeem some or all of the outstanding Bonds at a price equal to 100% of the nominal amount of the Bonds plus a “make-whole” premium and accrued and unpaid interest to the redemption date.

If the Company experiences a change of control, each holder of the Bonds will have the right to require that the Issuer purchase all or some of the Bonds held by such holder at a price equal to 101% of the nominal amount, plus accrued interest.

The Bond Terms contain certain financial covenants that the Issuer’s leverage ratio defined as the ratio of outstanding bond amount and any drawn amounts under the Super Senior Facility less consolidated cash balance to the aggregate book value of the Shipco Vessels must not exceed 75% and its subsidiaries’ free liquidity must at all times be at least \$12,500,000. Shipco is in compliance with its financial covenants as of September 30, 2018.

On March 23, 2018, the Company signed a memorandum of agreement to sell the vessel Thrush for \$10.8 million after brokerage commissions and associated selling expenses. Pursuant to the Bond Terms governing the Norwegian Bond Debt, the proceeds from the sale of vessels are to be held in a restricted account to be used for the financing of the acquisition of additional vessels by Shipco. As a result, the Company recorded the proceeds of the sale of Thrush as restricted cash at September 30, 2018 in the condensed consolidated financial statements.

The Bond Terms also contain certain events of default customary for transactions of this type, including, but not limited to, those relating to: a failure to pay principal or interest; a breach of covenants, representation or warranty; a cross default to other indebtedness; the occurrence of certain bankruptcy and insolvency events; and the impossibility or unlawfulness of performance of the finance documents.

The Bond Terms also contain certain exceptions and qualifications, among other things, limit the Company's and the Issuer's ability and the ability of the Issuer's subsidiaries to do the following: make distributions; carry out any merger, other business combination, demerger or corporate reorganization; make substantial changes to the general nature of their respective businesses; incur certain indebtedness; incur liens; make loans or guarantees; make certain investments; transact with affiliates; enter into sale and leaseback transactions; engage in certain chartering-in of vessels; dispose of shares of Vessel Owners; or acquire the Bonds.

The Bonds were listed for trading on the Oslo Stock Exchange on May 15, 2018.

New First Lien Facility

On December 8, 2017, Eagle Shipping LLC, a wholly-owned subsidiary of the Company ("Eagle Shipping") entered into the New First Lien Facility, which provides for (i) a term loan facility in an aggregate principal amount of up to \$60,000,000 (the "Term Loan") and (ii) a revolving credit facility in an aggregate principal amount of up to \$5,000,000 (the "Revolving Loan"). Outstanding borrowings under the New First Lien Facility bear interest at LIBOR plus 3.50% per annum. Eagle Shipping paid \$1.0 million to the lenders and incurred \$0.4 million of other financing costs in connection with the transaction.

The New First Lien Facility matures on the earlier of (i) five years from the initial borrowing date under the Credit Agreement and (ii) December 8, 2022. With respect to the Term Loan, Eagle Shipping is required to make quarterly repayments of principal of \$2.15 million beginning January 15, 2019, with a final balloon payment to be made at maturity. With respect to the Revolving Loan, Eagle Shipping must repay the aggregate principal amount of all borrowings outstanding on the maturity date. Accrued interest on amounts outstanding under the Term Loan and the Revolving Loan must be paid on the last day of each applicable interest period. Interest periods are for three months, six months or any other period agreed between Eagle Shipping and the Lenders. Finally, Eagle Shipping must prepay certain specified amounts outstanding under the New First Lien Facility if an Eagle Shipping Vessel (as defined below) is sold or becomes a total loss or if there is a change of control with respect to the Company, Eagle Shipping or any Guarantor.

Eagle Shipping's obligations under the New First Lien Facility are secured by, among other items, a first priority mortgage on the nine vessels in Eagle Shipping's fleet as identified in the Credit Agreement and such other vessels that it may from time to time include with the approval of the Lenders (the "Eagle Shipping Vessels"), an assignment of certain accounts, an assignment of certain charters with terms that may exceed 12 months, an assignment of insurances, an assignment of certain master agreements, and a pledge of the membership interests of each of Eagle Shipping's vessel-owning subsidiaries. In the future, Eagle Shipping may grant additional security to the Lenders from time to time.

The New First Lien Facility contains financial covenants requiring Eagle Shipping to maintain minimum liquidity of \$500,000 in respect of each Eagle Shipping Vessel and to maintain a consolidated interest coverage ratio beginning for the fiscal quarter ending on September 30, 2019, of not less than a range varying from 1.50 to 1.00 to 2.50 to 1.00. In addition, the New First Lien Facility also imposes operating restrictions on Eagle Shipping and the Guarantors, including limiting Eagle Shipping's and the Guarantors' ability to, among other things: pay dividends; incur additional indebtedness; create liens on assets; sell assets; dissolve or liquidate; merge or consolidate with another person; make investments; engage in transactions with affiliates; and allow certain changes of control to occur. Eagle Shipping is in compliance with its financial covenants as of September 30, 2018.

The New First Lien 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; the occurrence of certain bankruptcy and insolvency events; the occurrence of certain ERISA events; a judgment default; the cessation of business; the impossibility or unlawfulness of performance of the loan documents; the ineffectiveness of any material provision of any loan document; the occurrence of a material adverse effect; and the occurrence of certain swap terminations.

During the first quarter of 2018, Eagle Shipping repaid \$5.0 million of the Revolving Loan.

As of September 30, 2018, the availability under the Revolving Loan is \$5.0 million.

Super Senior Facility

On December 8, 2017, Shipco entered into the Super Senior Revolving Facility Agreement (the "Super Senior Facility"), by and among Shipco as borrower, and ABN AMRO Capital USA LLC, as original lender, mandated lead arranger and agent, which provides for a revolving credit facility in an aggregate amount of up to \$15,000,000. The proceeds of the Super Senior Facility, which are currently undrawn, are expected, pursuant to the terms of the Super Senior Facility, to be used (i) to acquire additional vessels or vessel owners and (ii) for general corporate and working capital purposes of Shipco and its subsidiaries. The Super Senior Facility matures on August 28, 2022. Shipco incurred \$285,342 as other financing costs in connection with the transaction which was recorded as deferred financing costs on the condensed consolidated balance sheet at September 30, 2018.

As of September 30, 2018, the availability under the Super Senior Facility is \$15,000,000.

The outstanding borrowings under the Super Senior Facility will bear interest at LIBOR plus 2.00% per annum and commitment fees of 40% of the applicable margin on the undrawn portion of the facility. For each loan that is requested under the

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Super Senior Facility, Shipco must repay such loan along with accrued interest on the last day of each interest period relating to the loan. Interest periods are for three months, six months or any other period agreed between Shipco and the Super Senior Facility Agent. Additionally, subject to the other terms of the Super Senior Facility, amounts repaid on the last day of each interest period may be re-borrowed.

Shipco's obligations under the Super Senior Facility are guaranteed by the limited liability companies that are subsidiaries of Shipco and the legal and beneficial owners of 27 vessels in the Company's fleet (the "Eagle Shipco Vessel Owners"), and will be secured by mortgages over such vessels, a pledge granted by the Company over all of the shares of Shipco, a pledge granted by Shipco over all the shares in the Eagle Shipco Vessel Owners, certain charter contract assignments, certain assignments of earnings, a pledge over certain accounts, an assignment of insurances covering security vessels, and assignments of intra-group debt between the Company and Shipco or its subsidiaries. The Super Senior Facility ranks super senior to the Bonds with respect to any proceeds from any enforcement action relating to security or guarantees for both the Super Senior Facility and the Bonds.

The Super Senior Facility contains certain covenants that, subject to certain exceptions and qualifications, among other things, limit Shipco's and its subsidiaries' ability to do the following: make distributions; carry out any merger, other business combination, or corporate reorganization; make substantial changes to the general nature of their respective businesses; incur certain indebtedness; incur liens; make loans or guarantees; make certain investments; transact other than on arm's-length terms; enter into sale and leaseback transactions; engage in certain chartering-in of vessels; or dispose of shares of Eagle Shipco Vessel Owners. Additionally, Shipco's leverage ratio must not exceed 75% and its subsidiaries' free liquidity must at all times be at least \$12,500,000. Also, the total commitments under the Super Senior Facility will be cancelled if (i) at any time the aggregate market value of the security vessels for the Super Senior Facility is less than 300% of the total commitments under the Super Senior Facility or (ii) if Shipco or any of its subsidiaries redeems or otherwise repays the Bonds so that less than \$100,000,000 is outstanding under the Bond Terms. Shipco is in compliance with its financial covenants as of September 30, 2018.

The Super Senior Facility also contains certain events of default customary for transactions of this type, including, but not limited to, those relating to: a failure to pay principal or interest; a breach of covenants, representation or warranty; a cross default to other indebtedness; the occurrence of certain bankruptcy and insolvency events; the cessation of business; the impossibility or unlawfulness of performance of the finance documents for the Super Senior Facility; and the occurrence of a material adverse effect.

Ultraco Debt Facility

On June 28, 2017, Eagle Bulk Ultraco LLC, a wholly-owned subsidiary of the Company ("Ultraco"), entered into a credit agreement (the "Ultraco Debt Facility"), by and among Ultraco, as borrower, certain wholly-owned vessel-owning subsidiaries of Ultraco, as guarantors (the "Ultraco Guarantors"), the lenders thereunder (the "Ultraco Lenders"), the swap banks party thereto, ABN AMRO Capital USA LLC, as facility agent and security trustee for the Ultraco Lenders, ABN AMRO Capital USA LLC, DVB Bank SE and Skandinaviska Enskilda Banken AB (publ), as mandated lead arrangers, and ABN AMRO Capital USA LLC, as arranger and bookrunner. The Ultraco Debt Facility provides for a multi-draw senior secured term loan facility in an aggregate principal amount of up to the lesser of (i) \$61,200,000 and (ii) 40% of the lesser of (1) the purchase price of the nine Ultramax vessels ("Greenship Vessels") to be acquired by Ultraco and the Ultraco Guarantors pursuant to a previously disclosed framework agreement, dated as of February 28, 2017, with Greenship Bulk Manager Pte. Ltd., as Trustee-Manager of Greenship Bulk Trust, and (2) the fair market value of the Greenship Vessels. The proceeds of the Ultraco Debt Facility were used for the purpose of financing, refinancing or reimbursing a part of the acquisition cost of the Greenship Vessels. The outstanding borrowings under the Ultraco Debt Facility bear interest at LIBOR plus 2.95% per annum. The Ultraco Debt Facility also provides for the payment of certain other fees and expenses by Ultraco. Ultraco incurred \$0.9 million to the lenders and \$0.5 million as deferred financing costs in connection with the transaction.

On December 29, 2017, Ultraco entered into a First Amendment (the "First Amendment") to the Ultraco Debt Facility to increase the commitments for the purpose of financing the acquisition of an additional vessel by New London Eagle LLC, a wholly owned subsidiary of Ultraco and additional guarantor under the Ultraco Debt Facility. The increase in the commitments was \$8.6 million. Ultraco took delivery of the vessel in January 2018 and drew down \$8.6 million. The Company paid \$0.1 million as financing costs to the lender in connection with the transaction. The Company paid a deposit of \$2.2 million for the purchase of the vessel as of December 31, 2017.

On October 17, 2018, Ultraco entered into a Second Amendment (the "Second Amendment") to the Ultraco Debt Facility to increase the commitments for the purpose of financing the acquisition of an additional vessel by Hamburg Eagle LLC, a wholly owned subsidiary of Ultraco and additional guarantor under the Ultraco Debt Facility. The increase in the commitments was \$12.8 million. Ultraco took delivery of the vessel on October 22, 2018 and drew down \$12.8 million. The Company paid \$0.2 million as financing costs to the lender in connection with the transaction. The Company paid a deposit of \$4.2 million for the purchase of the

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vessel as of September 30, 2018.

As of September 30, 2018, Ultraco has drawn \$69.8 million of the credit facility relating to the acquisition of the 10 Ultramax vessels.

The Ultraco Debt Facility matures on the earlier of (i) five years after the delivery of the last remaining Greenship Vessel to occur and (ii) October 31, 2022. There are no fixed repayments until January 2019 (the "First Repayment Date"). Ultraco is required to make quarterly repayments of principal in an amount of \$1,787,571 excluding the impact of the recent drawdown on the Hamburg Eagle, beginning in the first quarter of 2019 with a final balloon payment to be made at maturity. The Ultraco Debt Facility allows for increased commitments, subject to the satisfaction of certain conditions and the obtaining of certain approvals, in an aggregate principal amount as of September 30, 2018, of up to the lesser of (i) \$30,200,000 excluding the drawdown of \$12,800,000 made with the Second Amendment for the acquisition of the Hamburg Eagle and (ii) 40% of the aggregate fair market value of any additional vessels to be financed with such incremental commitment.

Ultraco's obligations under the Ultraco Debt Facility are secured by, among other items, a first priority mortgage on each of the ten Ultramax vessels ("Ultraco Vessels") and such other vessels that it may from time to time include with the approval of the Ultraco Lenders, an assignment of earnings of the Ultraco Vessels, an assignment of all charters with terms that may exceed 12 months, an assignment of insurances, an assignment of certain master agreements, and a pledge of the membership interests of each of Ultraco's vessel-owning subsidiaries. In the future, Ultraco may grant additional security to the Ultraco Lenders from time to time.

The Ultraco Debt Facility contains financial covenants requiring Ultraco, among other things: (1) to ensure that the aggregate market value of the Ultraco Vessels (plus the value of certain additional collateral) is at all times not less than 150% of the aggregate principal amount of debt outstanding (subject to certain adjustments); (2) to maintain cash or cash equivalents not less than (a) a liquidity reserve of \$600,000 in respect of each Ultraco Vessel and (b) a debt service reserve of \$600,000 in respect of each Ultraco Vessel, a portion of which may be utilized to satisfy the obligations under the Ultraco Debt Facility upon satisfaction of certain conditions; however, taking into account the requirements of 2(a) and 2(b), the cash or cash equivalents cannot be less than the greater of (i) \$7.5 million or (ii) 12% of the consolidated total debt of Ultraco and its subsidiaries; (3) to maintain at all times a ratio of consolidated tangible net worth to consolidated total assets of not less than 0.35 to 1.00; (4) to maintain a consolidated interest coverage ratio beginning after the second anniversary of June 28, 2017, of not less than a range varying from 2.00 to 1.00 to 2.50 to 1.00; and (5) to maintain a ballast water treatment systems reserve of \$4,550,000, which may be released upon the satisfaction of certain conditions. In addition, the Ultraco Debt Facility also imposes operating restrictions on Ultraco and the Ultraco Guarantors, including limiting Ultraco's and the Ultraco Guarantors' ability to, among other things: pay dividends; incur additional indebtedness; create liens on assets; sell assets; dissolve or liquidate; merge or consolidate with another person; make investments; engage in transactions with affiliates; and allow certain changes of control to occur.

As a result of the receipt of extensions from the United States Coast Guard (the "USCG") regarding compliance with a USCG approved ballast water treatment systems ("BWMS"), the funds held in the ballast water treatment system reserve account were released for Ultraco's use in the third quarter of 2017.

The Ultraco Debt 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; the occurrence of certain bankruptcy and insolvency events; the occurrence of certain ERISA events; a judgment default; the cessation of business; the impossibility or unlawfulness of performance of the loan documents; the ineffectiveness of any material provision of any loan document; the occurrence of a material adverse effect; and the occurrence of certain swap terminations.

Interest Rates

For the three and nine months ended September 30, 2018, the interest rate on the Norwegian Bond Debt was 8.25%. The weighted average effective interest rate including the amortization of debt discount and debt issuance costs for these periods was approximately 8.80%.

For the three months ended September 30, 2018, the interest rate on the New First Lien Facility was 5.82% including a margin over LIBOR applicable under the terms of the New First Lien Facility and commitment fees of 40% of the margin on the undrawn portion of the revolver credit facility of the New First Lien Facility. The weighted average effective interest rate including the amortization of debt discount for this period was 6.45%.

For the nine months ended September 30, 2018, interest rates on the New First Lien Facility ranged from 4.91% to

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5.82% including a margin over LIBOR applicable under the terms of the New First Lien Facility and commitment fees of 40% of the margin on the undrawn portion of the revolver credit facility of the New First Lien Facility. The weighted average effective interest rate including the amortization of debt discount for this period was 6.03%.

For the three months ended September 30, 2018, the interest rate on the Ultraco Debt Facility ranged from 5.28% to 5.34% including a margin over LIBOR and commitment fees of 40% of the margin on the undrawn portion of the facility. The weighted average effective interest rate for this period was 5.70%.

For the nine months ended September 30, 2018, interest rates on the Ultraco Debt Facility ranged from 4.64% to 5.34% including a margin over LIBOR and commitment fees of 40% of the margin on the undrawn portion of the facility. The weighted average effective interest rate for this period was 5.60%.

For the three months ended September 30, 2017, interest rates on the First Lien Facility ranged from 5.23% to 5.30% including a margin over LIBOR applicable under the terms of the First Lien 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 6.47%.

For the nine months ended September 30, 2017, interest rates on our outstanding debt under the First Lien Facility ranged from 4.77% to 5.30%, including a margin over LIBOR and commitment fees of 40% of the margin on the undrawn portion of the facility. The weighted average effective interest rate was 6.13%.

For the three months ended September 30, 2017, the interest rate on the Ultraco Debt Facility ranged from 4.19% to 4.25% including a margin over LIBOR applicable under the terms of the Ultraco Debt Facility which was entered into on June 28, 2017. The weighted average effective interest rate for this period was 4.55%.

For the three and nine months ended September 30, 2017, the payment-in-kind interest rate on our Second Lien Facility was 15% including a margin over LIBOR. The weighted average effective interest rate on our Second Lien Facility including the amortization of debt discount for these periods was 17.05%.

Interest Expense consisted of:

	Three Months Ended		Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
First Lien Facility	\$—	\$ 2,822,208	\$—	\$ 8,233,130
Norwegian Bond Debt	4,216,667	—	12,420,834	—
New First Lien Facility	920,662	—	2,596,855	—
Amortization of Debt issuance costs	463,618	1,656,197	1,433,971	4,558,145
Payment in kind interest on Second Lien Facility	—	2,772,652	—	7,749,872
Ultraco Debt Facility	942,879	585,942	2,680,580	599,599
Super Senior Facility - commitment fees	31,000	—	90,666	—
Total Interest Expense	\$6,574,826	\$ 7,836,999	\$ 19,222,906	\$ 21,140,746

Interest paid amounted to \$13,627,434 and \$8,821,178 for the nine months ended September 30, 2018 and 2017, respectively.

First Lien Facility

On March 30, 2016, Eagle Shipping as borrower, and certain of its subsidiaries that were guarantors of the Company's obligations under the Company's senior secured credit facility (the "Exit Financing Facility"), as guarantors, entered into the First Lien Facility (defined below) with the lenders thereunder and ABN AMRO Capital USA LLC, as agent and security trustee for the lenders. The First Lien Facility amended and restated the Exit Financing Facility in its entirety, provided for Eagle Shipping to be the borrower in the place of the Company, and further provided for a waiver of any and all events of default occurring as a result of the voluntary OFAC Disclosure (as defined in "Note 6. Commitments and Contingencies - Legal Proceedings" to the condensed consolidated financial statements). The First Lien Facility provided for a term loan in the amount of \$201,468,750 after giving effect to the entry into the First Lien Facility and the Second Lien Facility as well as a \$50,000,000 revolving credit facility (the "First Lien Facility"). The outstanding borrowings under the First Lien Facility bore interest at LIBOR plus 4.0% per annum.

Eagle Shipping prepaid \$5,651,000 of the term loan during the year ended December 31, 2016 and \$13,021,000 of the term loan for the year ended December 31, 2017 pursuant to the terms of the First Lien Facility relating to mandatory prepayments upon sales of vessels. Additionally, Eagle Shipping also repaid \$5,000,000 of the revolving credit facility in the third quarter of 2017. On December 8, 2017, Eagle Shipping repaid the outstanding balance of the term loan of \$171,078,000 and the outstanding balance of the revolver loan of \$20,000,000 and discharged the debt under the First Lien Facility in full.

Second Lien Facility

On March 30, 2016, Eagle Shipping, as borrower, and certain of its subsidiaries that were guarantors of the Company's obligations under the Exit Financing Facility, as guarantors, entered into a Second Lien Facility with certain lenders (the "Second Lien Lenders") and Wilmington Savings Fund Society, FSB as agent for the Second Lien Lenders (the "Second Lien Agent"). The Second Lien Facility provided for a term loan in the amount of \$60,000,000 (the "Second Lien Facility"), and scheduled to mature on January 14, 2020. The term loan under the Second Lien Facility bore interest at a rate of LIBOR plus 14.00% per annum with a 1.0% LIBOR floor paid in kind quarterly in arrears. The payment-in-kind interest represents a non-cash operating and financing activity on the condensed consolidated statements of cash flows for the nine month period ended September 30, 2017.

On December 8, 2017, in connection with the refinancing defined above, Eagle Shipping repaid the outstanding debt and accumulated payment-in-kind interest aggregating \$77.4 million, and discharged the debt under the Second Lien Facility in full.

Scheduled Debt Maturities

The following table presents the scheduled maturities of principal amounts of our debt obligations, excluding the impact of any future vessel sales, for the next five years.

	Norwegian Bond Debt	New First Lien Facility	Ultraco Debt Facility*	Total
Three months ended December 31, 2018	\$4,000,000	\$—	\$—	\$4,000,000
2019	8,000,000	10,750,000	8,937,855	27,687,855
2020	8,000,000	8,600,000	7,150,285	23,750,285
2021	8,000,000	8,600,000	7,150,285	23,750,285
2022	172,000,000	32,050,000	46,561,575	250,611,575
	\$200,000,000	\$60,000,000	\$69,800,000	\$329,800,000

*The scheduled maturities of principal amounts for the Ultraco Debt Facility exclude the impact of the Second Amendment and subsequent drawdown of \$12.8 million for the acquisition of the Hamburg Eagle on October 22, 2018.

Note 5. Derivative Instruments and Fair Value Measurements

Forward freight agreements and bunker swaps

The Company trades in forward freight agreements (“FFAs”) and bunker swaps, with the objective of utilizing these markets

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as economic hedging instruments that reduce the risk of specific vessels to changes in the freight market. The Company's FFAs and bunker swaps have not qualified for hedge accounting treatment. As such, unrealized and realized gains and losses are recognized as a component of other expense in the Condensed Consolidated Statements of Operations and Other current assets and Fair value of derivatives in the Consolidated Balance Sheets. Derivatives are considered to be Level 2 instruments in the fair value hierarchy.

The effect of non-designated derivative instruments on the condensed consolidated statements of operations is as follows:

Derivatives not designated as hedging instruments	Location of (gain)/loss recognized	Amount of (gain)/loss		For the	
		For the Three Months Ended		For the Nine Months Ended	
		September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
FFAs	Other expense/(income)	\$ 163,848	\$ 862,224	\$ 246,280	\$ 73,509
Bunker Swaps	Other expense/(income)	(363,192)	(214,767)	(1,085,601)	(211,715)
Total		\$(199,344)	\$ 647,457	\$(839,321)	\$(138,206)

Derivatives not designated as hedging instruments	Balance Sheet location	Fair Value of Derivatives	
		September 30, 2018	December 31, 2017
FFAs	Fair value of derivatives	\$585,795	\$ 73,170
FFAs	Other current assets	10,530	—
Bunker Swaps	Other current assets	683,446	128,845

Cash Collateral Disclosures

The Company does not offset fair value amounts recognized for derivatives by the right to reclaim cash collateral or the obligation to return cash collateral. The amount of collateral to be posted is defined in the terms of respective master agreement executed with counterparties or exchanges and is required when agreed upon threshold limits are exceeded. As of September 30, 2018 and December 31, 2017, the Company posted cash collateral related to derivative instruments under its collateral security arrangements of \$737,201 and \$178,836, respectively, which is recorded within other current assets in the condensed consolidated balance sheets.

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 sheets for interest-bearing deposits approximate their fair value due to the short-term nature thereof.

Debt—the carrying amounts of borrowings under the Norwegian Bond Debt, the New First Lien Facility and the Ultraco Debt Facility (prior to application of the discount and debt issuance costs) including the Revolving Loan approximate their fair value, due to the variable interest rate nature thereof.

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, certain short-term investments and restricted cash accounts.

Level 2 – Quoted prices for similar assets and liabilities in active markets or inputs that are observable. Our Level 2 non-derivatives include our short-term investments and debt balances under the Norwegian Bond Debt, the New First Lien Facility and the Ultraco Debt Facility.

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

	Carrying Value	Fair Value	
		Level 1	Level 2
September 30, 2018			
Assets			
Cash and cash equivalents ⁽¹⁾	\$91,644,657	\$91,644,657	\$ —
Liabilities ⁽³⁾			
Norwegian Bond Debt *	194,702,844	—	206,100,000
New First Lien Facility **	58,871,447	—	60,000,000
Ultraco Debt Facility **	68,700,906	—	69,800,000

* The fair value of the Bonds is based on the last trade on August 31, 2018 on Bloomberg.com.

** The fair value of the New First Lien Facility and the Ultraco Debt Facility is based on the required repayment to the lenders if the debt was discharged in full on September 30, 2018.

		Fair Value	
	Carrying Value	Level 1	Level 2
December 31, 2017			
Assets			
Cash and cash equivalents ⁽¹⁾	\$56,325,961	\$56,325,961	\$ —
Short-term investment	4,500,000	—	4,500,000
Liabilities ⁽³⁾			
Norwegian Bond Debt ⁽²⁾	193,950,329	—	200,990,000
New First Lien Facility	63,758,185	—	65,000,000
Ultraco Debt Facility	59,975,162	—	61,200,000

⁽¹⁾ Includes non-current restricted cash aggregating \$10,907,592 at September 30, 2018 and \$74,917 at December 31, 2017.

⁽²⁾ The fair value of the Bonds is based on the last trade on December 21, 2017.

⁽³⁾ The carrying value of the debt facilities is net of debt discount and debt issuance costs and includes current portion of the debt.

Note 6. Commitments and Contingencies

Legal Proceedings

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.

In November 2015, the Company filed a voluntary self-disclosure report with 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) (the "OFAC Disclosure"). 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 of Directors and management have implemented robust remedial measures and significantly enhanced its compliance safeguards, 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.

Other Commitments

On July 28, 2011, the Company entered into an agreement to charter in a 37,000 dwt newbuilding Japanese vessel that was delivered in October 2014 for seven years with an option for an additional one year. The hire rate for the first to seventh year is \$13,500 per day and \$13,750 per day for the eighth year option. On May 10, 2017, the Company signed an agreement to cancel this existing time charter contract. The Company agreed to pay a lump sum termination fee of \$1.5 million relating to the cancellation. At the same time, the Company entered into an agreement with the same lessor, effective April 28, 2017 to charter in a 61,400 dwt, 2013 built Japanese vessel for approximately three years (having the same redelivery dates as the aforementioned cancelled charter) with options for two additional years. The hire rate for the first three years is \$12,800 per day and the hire rate for the first optional year is \$13,800 per day and \$14,300 per day for the second optional year.

On May 4, 2018, the Company entered into an agreement to charter-in a 61,425 dwt 2013 built Ultramax vessel for three years with an option for an additional two years. The hire rate for the first three years is \$12,700 per day and \$13,750 per day for the 1st year option and \$14,750 per day for the second year option. The Company took delivery of the vessel in the third quarter of 2018.

On August 14, 2018, the Company entered into a contract for installation of ballast water treatment systems ("BWTS") on 46 of our owned vessels. The projected costs, including installation, is approximately \$0.5 million per BWTS. The Company intends to complete the installation during scheduled drydockings.

On September 4, 2018, the Company entered into a series of agreements to purchase up to 37 scrubber systems which are to be retrofitted on the vessels. The Agreements are comprised of firm orders for 19 scrubber systems and up to an additional 18 units, at the Company's option. The projected cost, including installation, is approximately \$2.0 million per scrubber system. The Company intends to complete the retrofit of all 19 vessels prior to the January 1, 2020 implementation date of the new sulphur emission cap regulation, as set forth by the International Maritime Organization ("IMO"). The Company recorded \$4.4 million as an advance payment in other assets in the condensed consolidated balance sheet as of September 30, 2018.

On October 17, 2018, Ultraco entered into a Second Amendment (the "Second Amendment") to the Ultraco Debt Facility to increase the commitments for the purpose of financing the acquisition of an additional vessel by Hamburg Eagle LLC, a wholly owned subsidiary of Ultraco and additional guarantor under the Ultraco Debt Facility. The increase in the commitments was \$12.8 million. Ultraco took delivery of the vessel on October 22, 2018 and drew down \$12.8 million. The Company paid \$0.2 million as financing costs to the lender in connection with the transaction. The Company paid a deposit of \$4.2 million for the purchase of the vessel as of September 30, 2018.

Note 7. Income/(loss) Per Common Share

The computation of basic net income/(loss) per share is based on the weighted average number of common shares outstanding for the three and nine months ended September 30, 2018 and 2017. Diluted net income/(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 income per share as of September 30, 2018 does not include 1,452 stock awards, 352,000 stock options and 152,266 warrants, as their effect was anti-dilutive. Diluted net loss per share for the three months ended September 30, 2017 does not include 1,843,211 stock awards, 1,865,865 stock options and 152,266 warrants, as their effect was anti-dilutive.

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	Three Months Ended		Nine Months Ended	
	September 30,	September 30,	September 30,	September 30,
	2018	2017	2018	2017
Net income/(loss)	\$2,584,822	\$(10,255,346)	6,088,334	\$(27,212,260)
Weighted Average Shares - Basic	70,649,556	70,329,252	70,539,685	70,182,517
Dilutive effect of stock options and restricted stock units	1,707,099	—	1,315,732	—
Weighted Average Shares - Diluted	72,356,655	70,329,252	71,855,417	70,182,517
Basic income/(loss) per share	\$0.04	\$(0.15)	\$0.09	\$(0.40)
Diluted income/(loss) per share	\$0.04	\$(0.15)	\$0.08	\$(0.40)

Note 8. Stock Incentive Plans

On December 15, 2016, the Company's shareholders approved the 2016 Equity Compensation Plan (the "2016 Plan") and the Company registered 5,348,613 shares of common stock, which may be issued under the 2016 Plan. The 2016 Plan replaced the post-emergence Management Incentive Program (the "2014 Plan") and no other awards will be granted under the 2014 Plan. Outstanding awards under the 2014 Plan will continue to be governed by the terms of the 2014 Plan until exercised, expired, otherwise terminated, or canceled. As of December 31, 2016, 24,644 shares of common stock were subject to outstanding awards under the 2014 Plan. Under the terms of the 2016 Plan, awards for up to a maximum of 3,000,000 shares may be granted under the 2016 Plan to any one employee of the Company and its subsidiaries during any one calendar year, and awards in the form of options and stock appreciation rights for up to a maximum of 3,000,000 shares may be granted under the 2016 Plan. The total number of shares of common stock with respect to which awards may be granted under the 2016 Plan to any non-employee director during any one calendar year shall not exceed 500,000, subject to adjustment as provided in the 2016 Plan. Any director, officer, employee or consultant of the Company or any of its subsidiaries (including any prospective officer or employee) is eligible to be designated to participate in the 2016 Plan. The Company withheld shares related to restricted stock awards that vested in 2018 at the fair market value equivalent to the maximum statutory withholding obligation, and remitted that amount in cash to the appropriate taxation authorities.

On January 4, 2018, the Company granted 948,500 restricted shares as a company wide grant to all employees. The fair value of the grant based on the closing share price on January 4, 2018 was \$4.5 million. The shares will vest in equal installments over a three year term. Amortization of this charge utilizing the graded method of vesting, which is included in General and administrative expenses for the three and nine months ended September 30, 2018, was \$0.6 million and \$2.0 million, respectively. Additionally, the Company granted 30,000 common shares to its board of directors. The fair value of the grant based on the closing share price on January 10, 2018 was \$0.1 million. The shares vested immediately.

As of September 30, 2018 and December 31, 2017, stock awards covering a total of 1,743,816 and 1,716,928 of the Company's common shares, respectively, are outstanding under the 2014 Plan and 2016 Plan. The vesting terms range between one to three years from the grant date. The Company is amortizing to stock-based compensation expense included in general and administrative expenses the fair value of non-vested stock awards at the grant date.

As of September 30, 2018 and December 31, 2017, options covering 2,290,211 and 2,301,046 of the Company's common shares, respectively, are outstanding with exercise prices ranging from \$4.28 to \$505.00 per share. The options vest and become exercisable in four equal installments beginning on the grant date. All options expire within seven years from the effective date.

Stock-based compensation expense for all stock awards and options included in General and administrative expenses:

	For the Three Months		For the Nine Months	
	Ended	Ended	Ended	Ended
	September 30,	September 30,	September 30,	September 30,
	2018	2017	2018	2017
Stock awards /Stock Option Plans	\$2,100,056	\$ 2,350,209	\$8,020,566	\$ 6,998,960

The future compensation to be recognized for all the grants issued for the three month period ending December 31, 2018, and the years ending December 31, 2019 and 2020 will be \$1,194,029, \$2,585,709 and \$648,078, respectively.

Note 9. Subsequent Events

On October 17, 2018, Ultraco entered into the Second Amendment to the Ultraco Debt Facility to increase the commitments for the purpose of financing the acquisition of an additional vessel by Hamburg Eagle LLC, a wholly owned subsidiary of Ultraco and additional guarantor under the Ultraco Debt Facility. The increase in the commitments was \$12.8 million. Ultraco took delivery of the vessel on October 22, 2018 and drew down \$12.8 million. The Company paid \$0.2 million as financing costs to the lender in connection with the transaction. The Company paid a deposit of \$4.2 million for the purchase of the vessel as of September 30, 2018.

On November 6, 2018, the Company received the approval for an amendment to the Bond Terms to allow for the proceeds from the sale of the Shipco vessels for partial financing of four Scrubbers to be retrofitted to the Shipco vessels. Pursuant to the Bond Terms, the amendments required the support from holders of at least 2/3 of the Bonds represented at the meeting. Of the attending holders, 85.36% of the attending holders voted in favor of the amendments at a meeting having the requisite quorum under the Bond Terms.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following is a discussion of the Company's financial condition and results of operations for the three and nine months ended September 30, 2018 and 2017. 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, 2017, which were included in our Form 10-K, filed with the SEC on March 12, 2018. The following discussion contains "forward-looking statements" that reflect our future plans, estimates, beliefs and expected performance. We caution that assumptions, expectations, projections, intentions or beliefs about future events may, and often do, vary from actual results and the differences can be material. Please see "Cautionary Statement Regarding Forward-Looking Statements."

Overview

We are Eagle Bulk Shipping Inc., a Marshall Islands corporation incorporated on March 23, 2005 and headquartered in Stamford, Connecticut. We own one of the largest fleets of Supramax/Ultramax dry bulk vessels in the world. Supramax dry bulk vessels range in size from approximately 50,000 to 59,000 dwt and Ultramax dry bulk vessels range in size from 60,000 to 65,000 dwt. Supramax and Ultramax vessels are equipped with cranes and grabs, which are used to load and discharge cargo. They are considered a sub-category of the Handymax segment typically defined as 40,000 to 65,000 dwt. We transport a broad range of major and minor bulk cargoes, including but not limited to coal, grain, ore, petcoke, cement and fertilizer, along worldwide shipping routes. As of September 30, 2018, we owned and operated a modern fleet of 46 Supramax/Ultramax dry bulk vessels. We chartered-in a 61,400 dwt, 2013 built Japanese vessel for approximately three years with an option for two additional years and a 61,425 dwt, 2013 built Supramax for a remaining period of approximately three years with an option for two additional years. In addition, the Company charters-in third-party vessels on a short to medium term basis.

We are focused on maintaining a high quality fleet that is concentrated primarily in Supramax/Ultramax dry bulk carriers. 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 72,000 to 83,000 dwt and rely on port facilities to load and offload their cargoes. We believe that the cargo handling flexibility and cargo carrying capacity of the Supramax/Ultramax class vessels make them attractive to cargo interests and vessel charterers. The Company's owned operating fleet consisted of 46 dry bulk vessels, with an aggregate carrying capacity of 2,640,132 dwt with an average age of approximately 8.8 years as of September 30, 2018.

We carry out the commercial and strategic management of our fleet through our indirectly wholly-owned subsidiary, Eagle Bulk Management LLC, a Marshall Islands limited liability company, which maintains its principal executive offices in Stamford, Connecticut. We own each of our vessels through a separate wholly-owned Marshall Islands limited liability company.

Corporate Information

We maintain our principal executive offices at 300 First Stamford Place, 5th Floor, Stamford, Connecticut 06902. Our telephone number at that address is (203) 276-8100. Our website address is www.eagleships.com. Information contained on or accessible through our website does not constitute part of this Quarterly Report on Form 10-Q.

Strategy

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

- concentration in one vessel category: Supramax/Ultramax dry bulk vessels, which we believe offer certain size,
- (1) operational and geographical advantages relative to other classes of dry bulk vessels, such as Handy, Panamax and Capesize vessels,
- an active owner-operator model where we seek to operate our own fleet and develop contractual relationships directly with cargo interests. These relationships and the related cargo contracts have the dual benefit of providing greater operational efficiencies and act as a balance to the Company's naturally long position to the market.
- (2) Notwithstanding the focus on voyage chartering, we consistently monitor the dry bulk shipping market and, based on market conditions, will consider taking advantage of long-term time charters at higher rates when appropriate, and
- (3)

maintain high quality vessels and improve standards of operation through improved standards and procedures, crew training and repair and maintenance procedures.

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 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.

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, 2018:

Vessel	Year Built	Dwt	Charter Expiration	Daily Charter Hire Rate
Bittern	2009	57,809	Nov 2018	\$13,250
Canary	2009	57,809	Oct 2018	Voyage
Cardinal	2004	55,362	Oct 2018	Voyage
Condor	2001	50,296	Nov 2018	Voyage
Crane	2010	57,809	Nov 2018	\$12,000
Crested Eagle	2009	55,989	Nov 2018	\$3,150 (1)
Crowned Eagle	2008	55,940	Oct 2018	\$9,050
Egret Bulker	2010	57,809	Nov 2018	\$12,000
Fairfield Eagle	2013	63,301	Oct 2018	\$21,500
Gannet Bulker	2010	57,809	Oct 2018	Voyage
Greenwich Eagle	2013	63,301	Oct 2018	\$20,500
Golden Eagle	2010	55,989	Oct 2018	\$17,000
Goldeneye	2002	52,421	Oct 2018	Voyage
Grebe Bulker	2010	57,809	Nov 2018	\$16,600
Groton Eagle	2013	63,200	Jan 2019	\$10,250
Hawk I	2001	50,296	Oct 2018	\$12,750
Ibis Bulker	2010	57,775	Oct 2018	Voyage
Imperial Eagle	2010	55,989	Oct 2018	\$13,750

Jaeger 2004 52,248 Oct 2018 Voyage

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Jay	2010	57,802	Oct 2018	\$9,250
Kestrel I	2004	50,326	Jan 2019	\$10,250
Kingfisher	2010	57,776	Oct 2018	\$18,000
Madison Eagle	2013	63,303	Oct 2018	\$13,500
Martin	2010	57,809	Oct 2018	\$11,500
Merlin	2001	50,296	Oct 2018	\$12,350
Mystic Eagle	2013	63,301	Nov 2018	Voyage
New London Eagle	2015	63,140	Oct 2018	\$9,750
Nighthawk	2011	57,809	Oct 2018	\$13,500
Oriole	2011	57,809	Oct 2018	\$13,500
Osprey I	2002	50,206	Oct 2018	\$11,000
Owl	2011	57,809	Oct 2018	Voyage
Petrel Bulker	2011	57,809	Nov 2018	\$19,000
Puffin Bulker	2011	57,809	Oct 2018	\$11,850
Roadrunner Bulker	2011	57,809	Oct 2018	Voyage
Rowayton Eagle	2013	63,301	Oct 2018	\$22,000
Sandpiper Bulker	2011	57,809	Dec 2018	\$13,500
Shrike	2003	53,343	Oct 2018	\$14,250
Singapore Eagle	2017	61,530	Oct 2018	Voyage
Skua	2003	53,350	Oct 2018	Voyage
Southport Eagle	2013	63,301	Dec 2018	\$7,400 (2)
Stamford Eagle	2016	61,530	Oct 2018	Voyage
Stellar Eagle	2009	55,989	Nov 2018	\$3,750 (3)
Stonington Eagle	2012	63,301	Oct 2019	\$11,650

Tern 2003 50,200 Nov 2019 \$12,000

Thrasher 2010 53,360 Oct 2018 Voyage

Westport Eagle 2015 63,344 Dec 2018 \$6,000 (4)

- (1) The vessel is contracted to continue the existing time charter at an increased charter rate of \$12,000 after October 25, 2018.
- (2) The vessel is contracted to continue the existing time charter at an increased charter rate of \$13,250 after November 16, 2018.
- (3) The vessel is contracted to continue the existing time charter at an increased charter rate of \$11,500 after October 23, 2018.
- (4) The vessel is contracted to continue the existing time charter at an increased charter rate of \$13,500 after November 17, 2018.

Fleet Management

The management of our fleet includes the following functions:

- Strategic management. We locate and obtain financing and insurance for, the purchase and sale of vessels.
- Commercial management. We obtain employment for our vessels and manage our relationships with charterers.
- Technical management. We have established an in-house technical management function to perform day-to-day operations and maintenance of our vessels.

Commercial and Strategic Management

We carry out the commercial and strategic management of our fleet through our indirectly wholly-owned subsidiary, Eagle Bulk Management LLC, a Marshall Islands limited liability company, which maintains its principal executive offices in Stamford, Connecticut. We have offices in Singapore and Hamburg, Germany, through which we provide round the clock management services to our owned and chartered-in fleet. We currently have 90 shore based personnel, including our senior management team and our office staff, who either directly or through these subsidiaries, provide the following services:

- commercial operations and technical supervision;
- safety monitoring;
- vessel acquisition; and
- financial, accounting and information technology services.

Technical management includes managing day-to-day vessel operations, performing general vessel maintenance, ensuring regulatory and classification society compliance, supervising the maintenance and general efficiency of vessels, arranging our hire of qualified officers and crew, arranging and supervising drydocking and repairs, purchasing supplies, spare parts and new equipment for vessels, appointing supervisors and technical consultants and providing technical support.

Value of Assets and Cash Requirements

The replacement costs of comparable new vessels may be above or below the book value of our fleet. The market value of our fleet may be below book value when market conditions are weak and exceed book value when markets conditions are strong. Customary with industry practice, we may consider asset redeployment, which at times may include the sale of vessels at less than their book value. The Company's results of operations and cash flow may be significantly affected by future charter markets.

Critical Accounting Policies

The discussion and analysis of our financial condition and results of operations is based upon our interim unaudited condensed consolidated financial statements, which have been prepared in accordance with U.S. GAAP and the rules and regulations of the SEC which apply to interim financial statements. The preparation of those financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues, expenses and warrants and related disclosure of contingent assets and liabilities at the date of our financial statements. Actual results may differ from these estimates under different assumptions and conditions.

Critical accounting policies are those that reflect significant judgments of uncertainties and potentially result in materially different results under different assumptions and conditions. As the discussion and analysis of our financial condition and results of operations are based upon our interim unaudited condensed consolidated financial statements, they do not include all of the information on critical accounting policies normally included in consolidated financial statements. Accordingly, a detailed description of these critical accounting policies should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on March 12, 2018. There have been no material changes from the "Critical Accounting Policies" previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on March 12, 2018 except for the new accounting pronouncements adopted as of January 1, 2018. Please refer to Note 2 "Recent Accounting Pronouncements" to the condensed consolidated financial statements for further discussion.

Use of Estimates: The preparation of the condensed 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 condensed 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 residual value of vessels, the useful lives of vessels, the value of stock-based compensation and the fair value of derivatives. Actual results could differ from those estimates.

Results of Operations for the three and nine months ended September 30, 2018 and 2017:

Fleet Data

We believe that the measures for analyzing future trends in our results of operations consist of the following:

	Three Months Ended		Nine Months Ended			
	September 30,		September 30,			
	2018	2017	2018	2017	2018	2017
Ownership Days	4,304	4,346	12,910	11,910		
Chartered in Days	632	1,046	2,443	2,304		
Available Days	4,824	5,223	15,006	13,872		
Operating Days	4,775	5,201	14,880	13,804		
Fleet Utilization (%)	99.0	% 99.6	% 99.2	% 99.5	%	%

In order to understand our discussion of our results of operations, it is important to understand the meaning of the following terms used in our analysis and the factors that influence our results of operations.

Ownership days: We define ownership days as the aggregate number of days in a period during which each vessel in our fleet has been owned by us. Ownership days are an indicator of the size of our fleet over a period and affect both the amount of revenues and the amount of expenses that we record during a period.

Chartered-in under operating lease days: We define chartered-in under operating lease days as the aggregate number of days in a period during which we chartered-in vessels. The Company currently charters in two vessels on a long-term basis. Additionally, the Company charters in vessels on a single trip basis.

Available days: We define available days as the number of our ownership days and chartered-in days less the aggregate number of days that our vessels are off-hire due to vessel familiarization upon acquisition, repairs, vessel upgrades or special surveys. The shipping industry uses available days to measure the number of days in a period during which vessels should be capable of generating revenues. During the nine months ended September 30, 2018, the Company completed drydock for nine vessels. During the nine months ended September 30, 2017, the Company drydocked three vessels.

Operating days: We define operating days as the number of available days in a period less the aggregate number of days that our vessels are off-hire due to any reason, including unforeseen circumstances. The shipping industry uses operating days to measure the aggregate number of days in a period during which vessels actually generate revenues.

Fleet utilization: We calculate fleet utilization by dividing the number of our operating days during a period by the number of our available days during the period. The shipping industry uses fleet utilization to measure a company's efficiency in

finding suitable employment for its vessels and minimizing the amount of days that its vessels are off-hire for reasons other than scheduled repairs or repairs under guarantee, vessel upgrades, special surveys or vessel positioning. Our fleet continues to perform at high utilization rates.

Time Charter and Voyage Revenue

Shipping revenues are highly sensitive to patterns of supply and demand for vessels of the size and design configurations owned and operated by a company and the trades in which those vessels operate. In the dry bulk sector of the shipping industry, rates for the transportation of dry bulk cargoes such as ores, grains, steel, fertilizers, and similar commodities, are determined by market forces such as the supply and demand for such commodities, the distance that cargoes must be transported, and the number of vessels expected to be available at the time such cargoes need to be transported. The demand for shipments is significantly affected by the state of the global economy and in discrete geographical areas. The number of vessels is affected by newbuilding deliveries and by the removal of existing vessels from service, principally because of scrapping.

The mix of charters between spot or voyage charters and mid-term time charters also affects revenues. Because the mix between voyage charters and time charters significantly affects shipping revenues and voyage expenses, vessel revenues are benchmarked based on net charter hire income. Net charter hire income comprises revenue from vessels operating on time charters, and voyage revenue less voyage expenses from vessels operating on voyage charters in the spot market and charter hire expenses. Net charter hire serves as a measure of analyzing fluctuations between financial periods and as a method of equating revenue generated from a voyage charter to time charter revenue.

The following table represents Net charter hire income for the three and nine months ended September 30, 2018 and 2017.

	For the Three Months Ended		For the Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
Revenues, net	\$69,092,740	\$62,710,903	\$223,402,049	\$162,197,184
Less: voyage expenses	15,126,287	17,462,699	54,845,843	44,195,710
Less: charter hire expenses	7,459,921	9,652,468	27,836,243	19,971,380
Net charter hire income	\$46,506,532	\$35,595,736	\$140,719,963	\$98,030,094

% Net charter hire income from

Time charters	71	% 58	% 65	% 61	%
Voyage charters	29	% 42	% 35	% 38	%

Revenues

Our revenues are derived from time and voyage charters. As is common in the shipping industry, we pay commissions ranging from 1.25% to 5.50% of the total daily charter hire rate of each charter to unaffiliated ship brokers associated with the charterers, depending on the number of brokers involved with arranging the charter.

Net time and voyage charter revenues for the three months ended September 30, 2018, were \$69,092,740 compared with \$62,710,903 recorded in the comparable quarter in 2017. The increase in revenue was primarily attributable to the improving dry bulk market resulting in higher charter rates offset by a decrease in available days due to lower chartered-in days in the current quarter compared to the comparable period in the prior year.

Net time and voyage charter revenues for the nine months ended September 30, 2018 and 2017 were \$223,402,049 and \$162,197,184, respectively. The increase in revenue was primarily due to an increase in the owned fleet with the purchase of 11 Ultramax vessels partially offset by the sale of six vessels since the first quarter of 2017, along with an increase in chartered-in vessels as well as higher charter rates due to an improving dry bulk market.

Voyage Expenses

To the extent that we employ our vessels on voyage charters, we will incur expenses that include bunkers, port charges, canal tolls and cargo handling operations, as these expenses are borne by the vessel owner on voyage charters. Bunkers, port charges, and canal tolls primarily increase in periods during which vessels are employed on voyage charters because these expenses are for the vessel's account. Voyage expenses for the three months ended September 30, 2018 were \$15,126,287, compared to \$17,462,699 in the comparable quarter in 2017. The decrease was mainly attributable to an increase in the number of time charters performed in the current quarter compared to the comparable quarter in the prior year partially offset by an increase in bunker prices year over year.

Voyage expenses for the nine months ended September 30, 2018 and 2017 were \$54,845,843 and \$44,195,710, respectively. The increase is primarily due to an increase in bunker prices year over year resulting in higher bunker consumption expense in the current year compared to the prior year.

Vessel Expenses

Vessel expenses for the three months ended September 30, 2018 were \$19,568,961 compared to \$20,110,123 in the comparable quarter in 2017. The decrease in vessel expenses was attributable to a decrease in owned days after the sale of Thrush in the current quarter compared to the comparable period in the prior year. The ownership days for the three months ended September 30, 2018 and 2017 were 4,304 and 4,346, respectively.

Vessel expenses for the nine months ended September 30, 2018 and 2017 were \$61,224,734 and \$57,374,444, respectively. The increase in vessel expenses was primarily attributable to an increase in the owned fleet after the acquisition of 11 Ultramax vessels during 2017 and 2018, which was partially offset by vessel sales. The ownership days for the nine months ended September 30, 2018 and 2017 were 12,910 and 11,910, respectively.

We believe daily vessel operating expenses are a good measure for comparative purposes in order to take into account all of the expenses that each vessel in our fleet will incur over a full year of operation.

Average daily vessel operating expenses for our fleet for the three months ended September 30, 2018 and 2017 were \$4,547 and \$4,627, respectively. The marginal decrease in daily average vessel operating expenses was primarily due to savings in vessel insurance related costs.

Average daily vessel operating expenses for our fleet for the nine months ended September 30, 2018 and 2017 were \$4,742 and \$4,817, respectively. The marginal decrease in daily average vessel operating expenses was primarily due to savings in vessel insurance related costs.

Vessel operating expenses include crew wages and related costs, the cost of insurance, expenses relating to repairs and maintenance, the cost of spares and consumable stores and related inventory, tonnage taxes, pre-operating costs associated with the delivery of acquired vessels including providing the newly acquired vessels with initial provisions and stores, and other miscellaneous expenses.

Other factors beyond our control, some of which may affect the shipping industry in general, may cause vessel operating expenses to increase, including, for instance, developments relating to market prices for crew, insurance and petroleum-based lubricants and supplies.

Charter hire expenses

The charter hire expenses for the three months ended September 30, 2018 were \$7,459,921 compared to \$9,652,468 in the comparable quarter in 2017. The decrease in charter hire expenses was principally due to a decrease in the number of chartered in vessels on a short-term basis offset by an increase in the average charter hire expense per day. The total chartered in days for the three months ended September 30, 2018 were 632 compared to 1,046 for the comparable quarter in the prior year. The Company currently charters in two Ultramax vessels on a long term basis.

The charter hire expenses for the nine months ended September 30, 2018 and 2017 were \$27,836,243 and \$19,971,380, respectively. The increase in charter hire expenses was primarily due to an increase in the number of chartered in vessels as well as an increase in the average charter hire expense per day due to the improvement in the drybulk market. The total chartered in days for the nine months ended September 30, 2018 and 2017 were 2,443 and 2,304, respectively.

Depreciation and Amortization

For the three months ended September 30, 2018 and 2017, total depreciation and amortization expense was \$9,460,192 and \$8,980,992, respectively. Total depreciation and amortization expense for the three months ended September 30, 2018 includes \$8,066,481 of vessel and other fixed asset depreciation and \$1,393,711 relating to the amortization of deferred drydocking costs. Comparable amounts for the three months ended September 30, 2017 were \$7,897,785 of vessel and other fixed asset depreciation and \$1,083,207 of amortization of deferred drydocking costs. The increase in depreciation was primarily due to the acquisition of 10 Ultramax vessels purchased during 2017 and one vessel purchased in 2018 offset by the sale of four vessels in 2017 and two vessels in 2018. The amortization of drydock expense increased in the current quarter compared to the comparable quarter in the prior year primarily due to the completion of nine drydockings in 2018.

For the nine months ended September 30, 2018 and 2017, total depreciation and amortization expense was \$28,009,067 and \$24,494,397, respectively. Total depreciation and amortization expense for the nine months ended September 30, 2018 includes \$24,115,813 of vessel and other fixed asset depreciation and \$3,893,254 relating to the amortization of deferred drydocking costs. Comparable amounts for the nine months ended September 30, 2017 were \$21,436,051 of vessel and other fixed asset depreciation and \$3,058,346 of amortization of deferred drydocking costs. The increase in depreciation was primarily due to the acquisition of 10 Ultramax vessels purchased during 2017 and one vessel purchased in 2018 offset by the sale of four vessels in 2017 and two vessels in 2018. The amortization of drydock expense increased in the current quarter compared to the comparable quarter in the prior year primarily due to the completion of nine drydockings in 2018.

The cost of all vessels is depreciated on a straight-line basis over the expected useful life of each vessel. Depreciation is based on the cost of the vessel less its estimated residual value. We estimate the useful life of our vessels to be 25 years from the date of initial delivery from the shipyard to the original owner. Furthermore, we estimate the residual values of our vessels to be \$300 per lightweight ton, which we believe is common in the dry bulk shipping industry. Drydocking relates to our regularly scheduled maintenance program necessary to preserve the quality of our vessels as well as to comply with international shipping standards and environmental laws and regulations. Management anticipates that vessels are to be drydocked every two and a half years for vessels older than 15 years and every five years for vessels younger than 15 years, accordingly, these expenses are deferred and amortized over that period.

General and Administrative Expenses

Our general and administrative expenses include onshore vessel administration related expenses such as legal and professional expenses and administrative and other expenses including payroll and expenses relating to our executive officers and office staff, office rent and expenses, directors' fees, and directors and officers insurance. General and administrative expenses also include stock-based compensation expenses.

General and administrative expenses for the three months ended September 30, 2018 and 2017 were \$8,882,790 and \$8,620,938, respectively. These general and administrative expenses include a stock-based compensation component of \$2,100,056 and \$2,350,209 for 2018 and 2017, respectively. The increase in general and administrative expenses was mainly attributable to increases in compensation expense relating to incremental staff hired in connection with the increased fleet size under our owner-operator business model.

General and administrative expenses for the nine months ended September 30, 2018 and 2017 were \$27,692,259 and \$24,989,738, respectively. These general and administrative expenses include a stock-based compensation expense of \$8,020,566 and \$6,998,960 for 2018 and 2017, respectively.

Interest Expense

Our interest expense for the three months ended September 30, 2018 and 2017 was \$6,574,826 and \$7,836,999, respectively. The decrease in interest expense was mainly due to the decrease in amortization of debt discount and debt issuance costs by \$1.2 million resulting from the debt refinancing in December 2017 where the high interest bearing Second Lien Facility was repaid in

full, offset by an increase in interest expense of \$0.4 million on the Ultraco Debt Facility due to higher LIBOR rates and an additional \$8.6 million drawdown on the Ultraco Debt Facility relating to the acquisition of one Ultramax vessel in the first quarter of 2018.

The interest expense for the nine months ended September 30, 2018 and 2017 was \$19,222,906 and \$21,140,746, respectively. The decrease in interest expense was mainly due to the decrease in amortization of debt discount and debt issuance costs by \$3.1 million resulting from the debt refinancing in December 2017 where the high interest bearing Second Lien Facility was repaid in full offset by an increase in the interest expense of \$2.1 million on the Ultraco Debt Facility. The prior year interest expense includes three months of interest expense for the Ultraco Debt Facility.

Amortization of debt issuance costs is included in interest expense. These financing costs relate to costs associated with the Norwegian Bond Debt, the New First Lien Facility and the Ultraco Debt Facility. For the three months ended September 30, 2018 and 2017, the amortization of debt issuance costs was \$463,618 and \$1,656,197, respectively. For the nine months ended September 30, 2018 and 2017, the amortization of debt issuance costs was \$1,433,971 and \$4,558,145, respectively.

Effects of Inflation

We do not believe that inflation has had or is likely, in the foreseeable future, to have a significant impact on vessel operating expenses, drydocking expenses or general and administrative expenses.

Liquidity and Capital Resources

	For the Nine Months Ended	
	September 30, 2018	September 30, 2017
Net cash provided by operating activities	\$38,489,828	\$1,482,685
Net cash used in investing activities	(3,329,011)	(155,787,630)
Net cash provided by financing activities	157,879	142,112,003
Net increase/(decrease) in cash and cash equivalents and restricted cash	35,318,696	(12,192,942)
Cash and cash equivalents and restricted cash at beginning of period	56,325,961	76,591,027

Cash and cash equivalents and restricted cash at end of period	\$91,644,657	\$64,398,085
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Net cash provided by operating activities during the nine months ended September 30, 2018 was \$38,489,828 compared to \$1,482,685 during the nine months ended September 30, 2017. The cash flows from operating activities improved over the prior year primarily due to an increase in charter hire rates driven by improvement in the dry bulk market and positive working capital change as compared to the corresponding period in the prior year, partially offset by higher drydocking expenditures of \$6.5 million in 2018 compared to \$2.8 million in the comparable period in the prior year.

Net cash used in investing activities during the nine months ended September 30, 2018 and 2017 was \$3,329,011 and \$155,787,630, respectively. The Company purchased one Ultramax vessel in the first quarter of 2018 for \$21.3 million out of which the Company paid a deposit of \$2.2 million as of December 31, 2017. The Company paid \$4.2 million as a deposit to purchase an Ultramax vessel, which was delivered in the fourth quarter of 2018. Additionally, the Company paid \$4.0 million as an advance payment for scrubber systems and BWTS. The Company redeemed a short-term certificate of deposit amounting to \$4.5 million during the first quarter of 2018. The Company sold the vessels Avocet and Thrush in 2018 for net proceeds of \$20.5 million. During the nine months ended September 30, 2017, the Company purchased nine Ultramax vessels for \$173.0 million, which was partially offset by proceeds from the sale of vessels of \$18.4 million. Please refer to "Note 3. Vessels" to the condensed consolidated financial statements.

Net cash provided by financing activities during the nine months ended September 30, 2018 was \$157,879 compared with \$142,112,003 during the corresponding nine months ended September 30, 2017. The Company drew down \$8.6 million under the Ultraco Debt Facility in connection with the purchase of one Ultramax vessel, offset by repayment of \$5.0 million for the Revolving Loan under the New First Lien Facility. The Company paid \$1.4 million of debt

issuance costs on the three existing debt facilities and \$2.0 million towards shares withheld for taxes due to vesting of restricted shares.

In the nine months ended September 30, 2017, the Company received net proceeds of \$96.0 million in a common stock private placement that closed on January 20, 2017. The Company received \$40.0 million from the Ultraco Debt Facility and paid

\$1.5 million of other financing costs. Additionally, the Company repaid \$9.2 million of its Term Loan under the First Lien Facility from the proceeds of the sale of the vessels Redwing, Sparrow and Woodstar. Additionally, the Company repaid \$5.0 million of the revolving credit facility under the First Lien Facility from cash generated from operations.

Our principal sources of funds are operating cash flows, long-term bank borrowings and borrowings under our revolving credit facility. Our principal use of funds is capital expenditures to establish and grow our fleet, maintain the quality of our vessels, comply with international shipping standards and environmental laws and regulations, fund working capital requirements and repayments of interest and principal on our outstanding loan facilities.

Norwegian Bond Debt

On November 28, 2017, Eagle Bulk Shipco LLC, a wholly-owned subsidiary of the Company ("Shipco" or "Issuer") issued \$200,000,000 in aggregate principal amount of 8.250% Senior Secured Bonds (the "Bonds" or the "Norwegian Bond Debt"), pursuant to those certain bond terms (the "Bond Terms"), dated as of November 22, 2017, by and between the Issuer and Nordic Trustee AS, as the Bond Trustee. After giving effect to an original issue discount of approximately 1% and deducting offering expenses of \$3.1 million, the net proceeds from the issuance of the Bonds were approximately \$195.0 million. These net proceeds from the Bonds, together with the proceeds from the New First Lien Facility and cash on hand, were used to repay all amounts outstanding including accrued interest under various debt facilities outstanding at that time, and to pay expenses associated with the refinancing transactions. Shipco incurred \$1.2 million in other financing costs in connection with the transaction.

Please refer to "Note 4. Debt" to the condensed consolidated financial statements.

New First Lien Facility

On December 8, 2017, Eagle Shipping LLC, a wholly-owned subsidiary of the Company ("Eagle Shipping") entered into the New First Lien Facility, which provides for (i) a term loan facility in an aggregate principal amount of up to \$60,000,000 (the "Term Loan") and (ii) a revolving credit facility in an aggregate principal amount of up to \$5,000,000 (the "Revolving Loan"). Outstanding borrowings under the New First Lien Facility bear interest at LIBOR plus 3.50% per annum.

As of September 30, 2018, our availability under the Revolving Loan was \$5.0 million.

Please refer to "Note 4. Debt" to the condensed consolidated financial statements.

Ultraco Debt Facility

On June 28, 2017, Eagle Bulk Ultraco LLC, a wholly-owned subsidiary of the Company ("Ultraco"), entered into a credit agreement (the "Ultraco Debt Facility"), by and among Ultraco, as borrower, certain wholly-owned vessel-owning subsidiaries of Ultraco, as guarantors (the "Ultraco Guarantors"), the lenders thereunder (the "Ultraco Lenders"), the swap banks party thereto, ABN AMRO Capital USA LLC, as facility agent and security trustee for the Ultraco Lenders, ABN AMRO Capital USA LLC, DVB Bank SE and Skandinaviska Enskilda Banken AB (publ), as mandated lead arrangers, and ABN AMRO Capital USA LLC, as arranger and bookrunner. The Ultraco Debt Facility provides for a multi-draw senior secured term loan facility in an aggregate principal amount of up to the lesser of (i) \$61,200,000 and (ii) 40% of the lesser of (1) the purchase price of the nine Greenship Vessels to be acquired by Ultraco and the Ultraco Guarantors pursuant to a previously disclosed framework agreement, dated as of February 28, 2017, with Greenship Bulk Manager Pte. Ltd., as Trustee-Manager of Greenship Bulk Trust, and (2) the fair market value of the Greenship Vessels. The proceeds of the Ultraco Debt Facility were used for the purpose of financing, refinancing or reimbursing a part of the acquisition cost of the Greenship Vessels. The outstanding borrowings under the Ultraco Debt Facility bear interest at LIBOR plus 2.95% per annum.

Please refer to "Note 4. Debt" to the condensed consolidated financial statements.

Super Senior Facility

On December 8, 2017, Shipco entered into the Super Senior Revolving Facility Agreement (the "Super Senior Facility") by and among Shipco, as borrower, and ABN AMRO Capital USA LLC, as original lender, mandated lead arranger and agent, which provides for a revolving credit facility in an aggregate amount of up to \$15,000,000. The proceeds of the Super Senior Facility, which are currently undrawn, are expected, pursuant to the terms of the Super

Senior Facility, to be used (i) to acquire additional vessels or vessel owners and (ii) for general corporate and working capital purposes of Shipco and its subsidiaries.

As of September 30, 2018, the availability under the Super Senior Facility is \$15.0 million.

We believe that our current financial resources, together with the undrawn revolving credit facility and cash generated from operations will be sufficient to meet our ongoing business needs and other obligations over the next twelve months. Our ability to generate sufficient cash depends on many factors beyond our control including, among other things, continuing to improve the profitability of its operations and future cash flows, which contemplates an improvement in charter rates.

As of September 30, 2018, our cash and cash equivalents balance was \$80,737,065, compared to a cash and cash equivalents balance of \$56,251,044 at December 31, 2017. Also recorded as restricted cash is \$10,907,592 at September 30, 2018 of which \$10,832,675 are the proceeds from the sale of the vessel Thrush and \$74,917 of letters of credit collateralizing our office lease at September 30, 2018 and December 31, 2017.

As of September 30, 2018, the Company's debt consisted of \$200,000,000 in outstanding bonds under the Norwegian Bond Debt, net of \$5,297,156 of debt discount and debt issuance costs, the New First Lien Facility of \$60,000,000, net of \$1,128,553 of debt discount and debt issuance costs and the Ultraco Debt Facility of \$69,800,000, net of \$1,099,094 of debt discount and debt issuance costs.

Capital Expenditures

Our capital expenditures relate to the purchase of vessels and capital improvements to our vessels, which are expected to enhance the revenue earning capabilities and safety of the vessels.

In addition to acquisitions that we may undertake in future periods, the other major capital expenditures include funding the Company's program of regularly scheduled drydocking necessary to comply with international shipping standards and environmental laws and regulations. Although the Company has some flexibility regarding the timing of its drydocking, the costs are relatively predictable. The Company anticipates that vessels are to be drydocked every five years for vessels younger than 15 years and every two and a half years for vessels older than 15 years, accordingly, these expenses will be deferred and amortized over that period. Funding of these requirements is anticipated to be met with cash from operations. We anticipate that this process of recertification will require us to reposition these vessels from a discharge port to shipyard facilities, which will reduce our available days and operating days during that period.

Drydocking costs incurred are deferred and amortized to expense on a straight-line basis over the period through the date of the next scheduled drydocking for those vessels. In the nine months ended September 30, 2018, nine of our vessels completed drydock as of September 30, 2018 and we incurred expenditures of \$6.5 million. In the nine months ended September 30, 2017, three vessels were drydocked and we incurred expenditures of \$2.8 million.

On August 14, 2018, the Company entered into a contract for installation of ballast water treatment systems ("BWTS") on 46 of our owned vessels. The projected costs, including installation, is approximately \$0.5 million per BWTS. The Company intends to complete the installation during scheduled drydockings.

On September 4, 2018, the Company entered into a series of agreements to purchase up to 37 scrubbers which are to be retrofitted on the vessels. The Agreements are comprised of firm orders for 19 scrubbers and up to an additional 18 units, at the Company's option. The projected costs, including installation, is approximately \$2.0 million per scrubber system. The Company intends to complete the retrofit of all 19 vessels prior to the January 1, 2020 implementation date of the new sulphur emission cap regulation, as set forth by the International Maritime Organization ("IMO"). The Company recorded \$4.4 million of scrubber system costs and \$0.3 million for ballast water treatment systems in other assets in the condensed consolidated balance sheet as of September 30, 2018.

The following table represents certain information about the estimated costs for anticipated vessel drydockings, BWTS, and Scrubber installations in the next four quarters, along with the anticipated off-hire days:

Quarter Ending	Off-hire Days ⁽¹⁾	Projected Costs ⁽²⁾ (in millions)		
		BWTS ⁽³⁾	Scrubbers ⁽³⁾	Drydocks
December 31, 2018	30	\$0.4	\$ 14.6	\$ 1.6
March 31, 2019	122	\$1.4	\$ 9.3	\$ 2.1
June 30, 2019	137	\$2.4	\$ 6.7	\$ 1.7
September 30, 2019	92	\$2.9	\$ 4.0	\$ 1.7

(1) Actual duration of off-hire days will vary based on the condition of the vessel, yard schedules and other factors.

(2) Actual costs will vary based on various factors, including where the drydockings are actually performed.

(3) BWTS and Scrubbers require advance payments as per the contract terms on the 19 firm orders.

Off-balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Other Contingencies

We refer you to “Note 6. Commitments and Contingencies - Legal Proceedings” to our condensed consolidated financial statements for a discussion of our contingencies related to claim litigation. If an unfavorable ruling were to occur in these matters, there exists the possibility of a material adverse impact on our business, liquidity, results of operations, financial position and cash flows in the period in which the ruling occurs. The potential impact from legal proceedings on our business, liquidity, results of operations, financial position and cash flows could change in the future.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

There have been no material changes from the market risk disclosure set forth in the section entitled “Quantitative and Qualitative Disclosures about Market Risk” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on March 12, 2018.

Item 4. Controls and Procedures

Effectiveness of Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as defined in Rule 13a-15(e) of the Exchange Act, that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As of September 30, 2018, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of September 30, 2018.

Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II: OTHER INFORMATION

Item 1 - Legal Proceedings

From time to time, we are involved in various disputes and litigation matters that arise in the ordinary course of our business, principally personal injury and property casualty claims. Those claims, even if lacking merit, could result in the expenditure by us of significant financial and managerial resources. Information about legal proceedings is set forth in "Note 6. Commitments and Contingencies – Legal Proceedings" to the condensed consolidated financial statements and is incorporated by reference herein.

Item 1A – Risk Factors

There have been no material changes from the "Risk Factors" previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on March 12, 2018. The risks described in the Annual Report on Form 10-K for the year ended December 31, 2017 are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or future results.

Item 2 – Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3 - Defaults Upon Senior Securities

None.

Item 4 – Mine Safety Disclosures

None.

Item 5 - Other Information

None.

Item 6 – Exhibits

EXHIBIT INDEX

31.1* Sarbanes-Oxley Section 302 Certification of Principal Executive Officer.

31.2* Sarbanes-Oxley Section 302 Certification of Principal Financial Officer.

32.1** Section 1350 Certification of Principal Executive Officer.

32.2** Section 1350 Certification of Principal Financial Officer.

The following materials from Eagle Bulk Shipping Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, formatted in eXtensible Business Reporting Language (XBRL): (i) Condensed Consolidated Balance Sheets (unaudited) as of September 30, 2018 and December 31, 2017, (ii) Condensed Consolidated Statements of Operations (unaudited) for the three and nine months ended September 30, 2018 and 2017, (iii) Condensed Consolidated Statements of Comprehensive Income/(Loss) (unaudited) for the three and nine months ended September 30, 2018 and 2017, (iv) Condensed Consolidated Statements of Stockholders' Equity (unaudited) for the nine months ended September 30, 2018 and 2017, (v) Condensed Consolidated Statements of Cash Flows (unaudited) for the nine months ended September 30, 2018 and 2017, and (vi) Notes to Condensed Consolidated Financial Statements (unaudited).

* Filed herewith.

** Furnished herewith.

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 thereunto duly authorized.

EAGLE BULK SHIPPING INC.

By: /s/ Gary Vogel

Gary Vogel
Chief Executive Officer
(Principal executive officer of the registrant)
Date: November 7, 2018
By: /s/ Frank De Costanzo

Frank De Costanzo
Chief Financial Officer
(Principal financial officer of the registrant)
Date: November 7, 2018