

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

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**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): January 31, 2013

**Manhattan Bridge Capital, Inc.**

(Exact Name of Registrant as Specified in Charter)

New York  
(State or Other Jurisdiction  
of Incorporation)

000-25991  
(Commission File Number)

11-3474831  
(IRS Employer Identification No.)

60 Cutter Mill Road, Great Neck, NY  
(Address of Principal Executive Offices)

11021  
(Zip Code)

(516) 444-3400  
(Registrant's telephone number,  
including area code)

Not applicable  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K 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 Section Act (17 CFR 230.425).
  - Soliciting material pursuant to Rule 14A-12 under the Exchange Act (17 CFR 240.14a-12).
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240-14d-2(b)).
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).
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This Current Report on Form 8-K is filed by Manhattan Bridge Capital, Inc. (the "Registrant"), in connection with the items set forth below.

**Item 1.01. Entry into a Material Definitive Agreement.**

On January 31, 2013, the Registrant amended its Line of Credit Agreement with Sterling National Bank ("Sterling"), dated May 2, 2012, pursuant to which Sterling agreed to increase its credit line from \$3.5 million to \$5 million (the "Amendment"). In connection with the Amendment, Assaf Ran, president and chief executive officer of the Registrant, agreed to increase his personal guaranty of the credit line to \$5 million.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment filed as Exhibit 10.1 to this Current Report on Form 8-K.

**Item 8.01: Other Events.**

On February 4, 2013, the Registrant issued a press release announcing the increase to \$5 million of its line of credit from Sterling, which press release is Exhibit 99.1 hereto.

**Item 9.01: Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment Agreement, dated January 31, 2013, between the Registrant, Assaf Ran and Sterling National Bank.
99.1	Press Release, dated February 4, 2013.

\* \* \* \* \*

SIGNATURE

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.

**MANHATTAN BRIDGE CAPITAL, INC.**

Dated: February 19 , 2013

By: /s/ Assaf Ran

Name: Assaf Ran

Title: President and Chief Executive Officer

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AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT is entered into as of the 31 day of January, 2013 between MANHATTAN BRIDGE CAPITAL, INC., with offices at 60 Cutter Mill Road, Great Neck, New York 11021 (hereinafter "Borrower"), ASSAF RAN, residing at 37 Hawthorne Lane, Great Neck, New York 11023, ("Guarantor") and STERLING NATIONAL BANK, having an office at 650 Fifth Avenue, Fourth Floor, New York, New York 10022 (hereinafter "Lender").

W I T N E S S E T H

WHEREAS, Lender is the owner and holder of a certain Revolving Credit Line Note in the original principal amount of up to \$3,500,000.00 dated May 2, 2012 executed and delivered by Borrower to Lender (the "Note") evidencing a loan or advances of up to \$3,500,000.00 which may be made from time to time by Lender to Borrower (collectively, the "Loan"), which advances will be made pursuant to the terms and conditions of a certain Revolving Line of Credit Loan Agreement (the "Loan Agreement") also dated May 2, 2012,

WHEREAS, the Note is secured by a Pledge and Security Agreement dated as of May 2, 2012 (the "Pledge") pursuant to which Guarantor pledged and assigned to Lender certain "Collateral" as defined in the Pledge,

WHEREAS, all obligations and liabilities of Borrower under the Note and Pledge have been absolutely and unconditionally guaranteed pursuant to Guaranty of Payment executed by the Guarantor to Lender dated May 2, 2012 (the "Guaranty", the Note, Loan Agreement, Pledge, Guaranty, and all other documents executed or delivered in connection with the Loan are hereinafter referred to as the "Loan Documents"),

WHEREAS, there is now due and owing on the Note and secured by the Pledge an unpaid principal balance of THREE MILLION FIVE HUNDRED THOUSAND (\$3,500,000.00) DOLLARS,

WHEREAS, Borrower has requested that Lender increase the amount of the Loan by an additional \$1,500,000.00 and that such increase be evidenced by the Note and secured by the Pledge and all other Loan Documents,

WHEREAS, Lender is willing to consent to such request, but only on the following terms and conditions,

NOW, in consideration of Ten (\$10.00) Dollars good and valuable consideration the receipt and adequacy of which is hereby acknowledged, it is hereby understood and agreed as follows:

1. **Ratification of the Loan.** Borrower and Guarantor represent, warrant and agree with Lender that the unpaid principal balance on the Loan, Note, and Pledge as of the date hereof is \$3,500,000.00 without offset, defense or counterclaim of any kind or nature whatsoever.,

2. **Additional Loan; Consolidation of Loans; Ratification of Existing Collateral Assignments as Security for Consolidated Loan.** Simultaneously herewith, Lender has made an additional revolving facility available to Borrower in the amount of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 (\$1,500,000.00) DOLLARS (the "Additional Loan"). Borrower and Guarantor hereby acknowledge and agree that the Loan and the Additional Loan shall be evidenced by the Note, shall be subject to all terms, covenants, and conditions thereof and of the Loan Agreement, and shall be secured by the Pledge and the other Loan Documents. The Loan and the Additional Loan are hereby deemed consolidated for all purposes (as so consolidated, the "Consolidated Loan"). Therefore, the unpaid principal balance evidenced by the Note, secured by the Pledge, and which may be advanced pursuant to the Loan Agreement is now up to a maximum amount of FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS. The Consolidated Loan shall be paid with interest, at the times, and in the manner provided in the Note, all terms, covenants, and conditions of which are deemed incorporated herein by this reference. All future advances of the Consolidated Loan shall be subject to satisfaction of all terms, covenants, and conditions of the Loan Agreement. Notwithstanding the reference in any existing recorded or unrecorded Collateral Assignment of Mortgage made by Borrower to Lender indicating that such Collateral Assignment is security for the Note in the principal amount of up to \$3,500,000.00, each and every such existing Collateral Assignment shall be deemed assigned to Lender, and constitute security for, the Consolidated Loan of up to \$5,000,000.00.

3. **Increase and Ratification of Guaranty of Payment.** In order to induce Sterling to enter into this Agreement, Guarantor hereby ratifies and confirms his continuing, absolute, unconditional, liability on the Guaranty which is now agreed to include principal in the amount of \$5,000,000.00, interest thereon as provided for in the Note, as well all other "Obligations" as such term is defined in the Guaranty. Guarantor

hereby confirms there are no offsets or defenses to the Guaranty, as amended and ratified hereby.

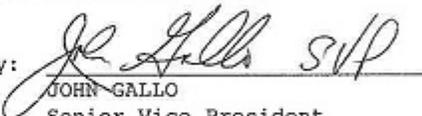
4. **Amendment to Loan Agreement.** The Loan Agreement shall be amended by the addition of a Covenant Section 5 (c) as follows:

(c) The Borrower agrees to make its books, records, and other necessary information available to Lender on an annual basis and to otherwise cooperate with Lender to permit Lender to conduct an annual audit of Borrower's operations, which audit shall be at the sole cost and expense of Borrower, *not to exceed \$2,000.*

5. **Ratification of Loan Documents.** All Loan Documents are hereby ratified and confirmed and, as amended and modified above, continue in full force and effect and are incorporated herein by reference. *2P*

In witness thereof, the Lender, Borrower and Guarantor have executed this Agreement as of the date set forth above.

**STERLING NATIONAL BANK**

By: 

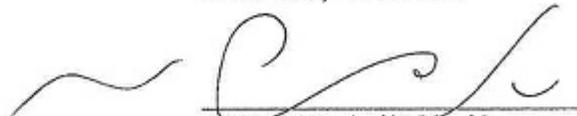
JOHN GALLO

Senior Vice President

**MANHATTAN BRIDGE CAPITAL, INC.**

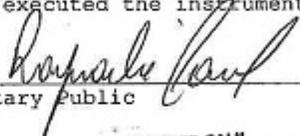
By: 

ASSAF RAN, President

  
ASSAF RAN, individually as  
Guarantor

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

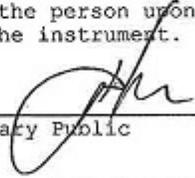
On the 31 day of January, 2013, before me personally appeared John Gallo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**RAYMARLIE PAUL**  
Notary Public, State of New York  
No. 01PA6228808  
Qualified in New York County  
Commission Expires September 27, 2014

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF YORK )

On the 30 day of January, 2013 before me personally appeared ASSAF RAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**PETER R. NIYAZOV**  
Notary Public, State of NEW YORK  
NO. 01N06047184  
Qualified in Queens County  
Commission Expires on Aug. 12, 2014



Contact:  
Assaf Ran, CEO  
(516) 444-3400  
SOURCE: *Manhattan Bridge Capital, Inc.*

**Manhattan Bridge Capital, Inc. Increases its Revolving Line of Credit to \$5 Million**

Long Island, N.Y. February 4, 2013 / GLOBE Newswire -- Manhattan Bridge Capital, Inc. (NASDAQ: LOAN)

Manhattan Bridge Capital, Inc. announced today that its Revolving Line of Credit with Sterling National Bank was increased to up to \$5 million, \$1.5 million more than the previous limit. The terms of the increased line are similar to the terms of the original line established on May 2, 2012.

Assaf Ran, Chairman of the Board and CEO stated, "This increase is excellent news for the Company. It will allow us to continue our solid and consistent growth."

*This report contains forward-looking statements within the meaning of section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements are typically identified by the words "believe," "expect," "intend," "estimate" and similar expressions. Those statements appear in a number of places in this report and include statements regarding our intent, belief or current expectations or those of our directors or officers with respect to, among other things, trends affecting our financial conditions and results of operations and our business and growth strategies. These forward-looking statements are not guarantees of future performance and involve risks and uncertainties. Actual results may differ materially from those projected, expressed or implied in the forward-looking statements as a result of various factors (such factors are referred to herein as "Cautionary Statements"), including but not limited to the following: (i) the successful integration of new businesses that we may acquire; (ii) the success of new operations which we have commenced and of our new business strategy; (iii) our limited operating history in our new business; (iv) potential fluctuations in our quarterly operating results; and (v) challenges facing us relating to our growth. The accompanying information contained in this report, including the information set forth under "Management's Discussion and Analysis of Financial Condition and Results of Operations", identifies important factors that could cause such differences. These forward-looking statements speak only as of the date of this report, and we caution potential investors not to place undue reliance on such statements. We undertake no obligation to update or revise any forward-looking statements. All subsequent written or oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the Cautionary Statements.*

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