

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):

March 3, 2017

SEACOR Holdings Inc.

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(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

1-12289

(Commission File Number)

13-3542736

(I.R.S. Employer Identification No.)

2200 Eller Drive, Fort Lauderdale, Florida

(Address of principal executive offices)

33316

(Zip Code)

Registrant's telephone number, including area code:

(954) 523-2200

Not Applicable

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Former name or former address, if changed since last report

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))

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**Item 1.01 Entry into A Material Definitive Agreement**

On March 3, 2017, SEACOR Marine Holdings Inc. (“SEACOR Marine”), a wholly-owned subsidiary of SEACOR Holdings Inc., entered into Amendment No. 1 (the “NPA Amendment”) to the Convertible Senior Note Purchase Agreement dated November 30, 2015 (the “Note Purchase Agreement”) pursuant to which SEACOR Marine issued its 3.75% Convertible Senior Notes due 2022 (the “Notes”) with the purchasers named therein.

The NPA Amendment amends the Note Purchase Agreement to extend to January 10, 2018 the date at which, if the SEACOR Marine spin-off has not yet been consummated, each holder of the Notes will have the right to require SEACOR Marine to repurchase for cash all of such holder’s Notes at a repurchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest thereon.

The foregoing description of the NPA Amendment is a summary only and is qualified in its entirety by reference to the complete text of the NPA Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

Exhibit No.	Description
10.1	Amendment No. 1 to the Convertible Senior Note Purchase Agreement

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## 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.

SEACOR Holdings Inc.

March 3, 2017

By: /s/ Matthew Cenac

Name: Matthew Cenac

Title: Executive Vice President and Chief Financial  
Officer

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Exhibit Index

**Exhibit No. Description**

10.1 Amendment No. 1 to the Convertible Senior Note Purchase Agreement

AMENDMENT NO. 1 TO THE CONVERTIBLE SENIOR NOTE PURCHASE AGREEMENT

March 3, 2017

Reference is made to that certain convertible senior note purchase agreement, dated as of November 30, 2015 (as amended, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among SEACOR MARINE HOLDINGS INC., a Delaware corporation (the “Company”), CEOF II DE I AIV, L.P., CEOF II COINVESTMENT (DE), L.P. and CEOF II COINVESTMENT B (DE), L.P. (collectively, the “Purchasers”).

All initially capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Note Purchase Agreement.

WHEREAS, pursuant to Section 11.03 of the Note Purchase Agreement, the Company and the Purchasers holding all of the Outstanding Notes wish to amend the Note Purchase Agreement by entry into this first amendment to the Note Purchase Agreement (this “Amendment No. 1”).

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendments

Section 10.06(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

“Section 10.06 Repurchase at Option of Holders on Specified Repurchase Date.

(a) If the Company Spin-Off has not occurred prior to January 10, 2018, each Holder shall have the right, at such Holder’s option, to require the Company to repurchase for cash all but not less than all of such Holder’s Notes, or any portion thereof on January 11, 2018, (the “**Specified Repurchase Date**”) at a repurchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest thereon, if any, to but excluding, the Specified Repurchase Date (the “**Specified Date Repurchase Price**”).”

2. Purchaser Representations and Warranties. Each of the Purchasers hereby represents and warrants that it is the record and beneficial owner of the principal amount of 3.75% convertible senior notes due 2022 (the “Notes”) set forth opposite its name in Annex A hereto, and that it is authorized to execute and deliver this Amendment No. 1.

3. Miscellaneous. The amendments to the Note Purchase Agreement contained in Section 1 hereof shall become effective as of the date hereof (the “Effective Date”), and from and after the Effective Date, each reference in the Note Purchase Agreement to “this Agreement,” and each reference in any other Operative Document to the Note Purchase Agreement shall be deemed to refer to the Note Purchase Agreement as amended by this Amendment No. 1. Except to the extent amended hereby, the Note Purchase Agreement and the other Operative Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed. For the avoidance of doubt, pursuant to Section 5.04 of the Note Purchase Agreement, any Transferee (as defined in Exhibit A to the Note Purchase Agreement) shall be bound by the Note Purchase Agreement as amended by this Amendment No. 1.

4. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signatures sent by facsimile or as an electronic copy (including in pdf format) shall constitute originals.

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5. Governing Law. THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND NEW YORK CIVIL PRACTICE LAWS AND RULES 327(b)) BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

SEACOR Marine Holdings Inc.

By: /s/ Matthew Cenac  
Name: Matthew Cenac  
Title: Executive Vice President and Chief Financial Officer

CEOF II DE I AIV, L.P., as Purchaser

By: /s/ David Stonehill  
Name: David Stonehill  
Title: Managing Director

CEOF II COINVESTMENT (DE), L.P., as Purchaser

By: /s/ David Stonehill  
Name: David Stonehill  
Title: Managing Director

CEOF II COINVESTMENT B (DE), L.P., as Purchaser

By: /s/ David Stonehill  
Name: David Stonehill  
Title: Managing Director