

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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 5, 2018

**SEACOR Holdings Inc.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

**1-12289**

**13-3542736**

(State or Other Jurisdiction of Incorporation)

(Commission File Number)

(IRS Employer Identification No.)

2200 Eller Drive, Fort Lauderdale, Florida

33316

(Address of Principal Executive Offices)

(Zip Code)

Registrant's telephone number, including area code

(954) 523-2200

**Not Applicable**

(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 (*see* General Instruction A.2. below):

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## Item 1.01 Entry Into a Material Definitive Agreement.

### *Share Purchase Agreement*

On April 5, 2018, SEACOR Capital (Asia) Limited (“SEACOR Capital”), an indirect wholly-owned subsidiary of SEACOR Holdings Inc. (the “Company”) and the owner of 34.18% of the outstanding ordinary shares of Hawker Pacific Airservices Limited (“Hawker”), entered into a Share Purchase Agreement dated April 4, 2018 (the “SPA”) by and among (i) SEACOR Capital, (ii) BH Global Aviation LP, an affiliate of Britton Hill Partners, the owner of the remaining outstanding ordinary shares of Hawker (“BH” and, together with SEACOR Capital, the “Sellers”), (iii) holders of all of the issued and outstanding options to purchase ordinary shares of Hawker (the “Selling Optionholders”), (iv) Hawker, (v) a representative of the Sellers and (vi) Eagle Enterprise, Inc. (“Buyer”), an affiliate of Jet Aviation. Upon the terms and subject to the conditions set forth in the SPA, (a) Sellers agreed to sell to Buyer, and Buyer agreed to purchase from Sellers, all of the issued and outstanding ordinary shares of Hawker (the “Shares”) and (b) the Selling Optionholders agreed to sell to Buyer, and Buyer agreed to purchase from the Selling Optionholders, all of their in-the-money vested options to purchase ordinary shares of Hawker, for an aggregate purchase price of \$250.0 million in cash, subject to adjustment for cash, indebtedness and transaction expenses and a post-closing working capital adjustment.

Prior to or at the closing of the transaction (the “Closing”), Buyer agreed to use reasonable efforts to obtain a Representations and Warranties Insurance Policy, which will provide that the insurer will waive and not pursue any subrogation rights against any Seller or Selling Optionholder unless the loss (as defined in such policy) results from fraud (the “R&W Policy”). Pursuant to the SPA, the post-closing obligations of the Sellers in respect of any working capital adjustment or indemnification in respect of breaches of representations, warranties and pre-Closing covenants (except for claims against Sellers in the case of fraud) would not exceed approximately 1% of the aggregate purchase price.

The parties to the SPA have each made customary representations, warranties and covenants. The Closing is subject to certain customary conditions. Buyer or either Seller may terminate the SPA if the closing has not occurred by September 30, 2018. The SPA also includes post-closing covenants under which, subject to certain exceptions, the Sellers have agreed to cause their respective businesses not to compete with the business acquired by Buyer for a period of three years following the Closing.

The parties to the SPA agreed to cooperate, and use their respective reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all regulatory filings and all other things necessary to consummate, or required as a result of or in connection with, the transactions contemplated by the SPA.

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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.

By: /s/ William C. Long

Name: William C. Long

Title: Executive Vice President

Chief Legal Officer & Corporate Secretary

Dated: April 10, 2018