

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): May 20, 2026

**SEACOR Marine Holdings Inc.**  
(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-37966**  
(Commission  
File Number)

**47-2564547**  
(IRS Employer  
Identification No.)

**12121 Wickchester Lane, Suite 500, Houston, TX**  
(Address of Principal Executive Offices)

**77079**  
(Zip Code)

Registrant's telephone number, including area code

**(346) 980-1700**

**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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$0.01 per share	SMHI	New York Stock Exchange ("NYSE")

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.**

On May 20, 2026, SEACOR Marine Holdings Inc. (the “Company”), as parent guarantor, and SEACOR Marine Foreign Holdings Inc., as borrower and wholly-owned subsidiary of the Company (“SMFH”), entered into a letter agreement (“Letter Agreement”) for the purposes of modifying that certain credit agreement, dated as of November 27, 2024, among the Company, SMFH, certain other wholly-owned subsidiaries of the Company, as subsidiary guarantors, an affiliate of EnTrust Global, as lender, Kroll Agency Services Limited, as facility agent, and Kroll Trustee Services Limited, as security trustee (the “2024 Credit Agreement”).

The Letter Agreement provides for (i) the release to SMFH of \$13.7 million (the “Release”) from a restricted escrow account into which vessel sale proceeds are deposited from the sale of vessels that serve as collateral under the 2024 Credit Agreement (the “Escrow Account”) and (ii) the cancellation of the \$24.6 million of undrawn commitments available under Tranche B of the 2024 Credit Agreement (“Tranche B”). The Tranche B commitments were exclusively available to make a portion of the payments for the construction of two platform supply vessels (“PSVs”), each with a contract price of \$41.0 million per vessel. After giving effect to the Release, the Escrow Account holds \$41.0 million which will be used to fully fund the remaining PSV construction payments without the need for any additional proceeds from Tranche B. The new PSVs are expected to be delivered in the fourth quarter of 2026 and the first quarter of 2027, respectively.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is filed as Exhibit 10.1 hereto, and the terms of which are incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

**Item 8.01 Other Events.**

As previously disclosed, as of the end of the first quarter of 2026, two PSVs, one fast support vessel (“FSV”) and two liftboats were classified as held for sale by the Company. As of May 20, 2026, all five of the vessels held for sale were sold for total gross sale proceeds of \$46.5 million. After giving effect to these sales, the Company owns and operates a fleet of 38 support vessels, comprised of 20 FSVs, 15 PSVs, and three liftboats. Other than six U.S. flagged support vessels, the fleet is foreign flagged.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

Exhibit No.	Description
10.1	<a href="#">Waiver and Consent Letter, dated as of May 20, 2026, among SEACOR Marine Foreign Holdings Inc., SEACOR Marine Holdings Inc., Blue Ocean RG SPV III LLC, Kroll Agency Services Limited, and Kroll Trustee Services Limited.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**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 Marine Holdings Inc.

May 21, 2026

By: /s/ John Gellert

Name: John Gellert

Title: President and Chief Executive Officer

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**WAIVER AND CONSENT LETTER**

May 20, 2026

**Blue Ocean RG SPV III LLC, as Lender**  
375 Park Avenue, 24th Floor New York,  
New York 10152

**Kroll Agency Services Limited, as Facility  
Agent**  
The News Building, Level 6, 3 London  
Bridge Street London SE1 9SG

**Kroll Trustee Services Limited, as Security  
Trustee**  
The News Building, Level 6, 3 London  
Bridge Street London SE1 9SG

Re: Credit Agreement dated as of November 27, 2024 To whom it may  
concern:

Reference is made to that certain credit agreement dated as of November 27, 2024 (as amended, modified or supplemented from time to time, the “**Credit Agreement**”) among (i) SEACOR Marine Foreign Holdings Inc., as borrower (the “**Borrower**”), (ii) SEACOR Marine Holdings Inc., as parent guarantor (the “**Parent Guarantor**”), (iii) the Subsidiary Guarantors from time to time party thereto, (iv) the Lenders party thereto, (v) Kroll Agency Services Limited, as Facility Agent and (vi) Kroll Trustee Services Limited, as Security Trustee. Capitalized terms not otherwise defined herein have such meanings given to them in the Credit Agreement.

**Waiver and Consent Request**

As previously advised to you in writing, the Borrower hereby requests that notwithstanding anything to the contrary in the Loan Documents, the Lenders consent to the release from the Escrow Account to the Borrower of an amount equal to U.S.\$13,707,245.81 (the “**Excess Amount**”), free and clear of any Lien granted to the Security Trustee, and waive the application of any provision of the Credit Agreement solely in relation to such release (the “**Waiver**”). By their signatures below, the Lenders hereby agree to such Waiver and instruct the Security Trustee to release to the Borrower the Excess Amount no later than May 29, 2026 and do all things necessary to effectuate such release.

**Commitment Cancellation**

The Borrower hereby notifies the Facility Agent that all undrawn Commitments in relation to Tranche B shall be cancelled as of the date hereof, and this letter agreement constitutes valid

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notice of such cancellation to the Facility Agent for the purposes of Section 5.2(b) of the Credit Agreement (and the Lenders and the Facility Agent waive any applicable notice period required under the Credit Agreement). For the avoidance of doubt, the Borrower confirms that all accrued and unpaid Commitment Fees in respect of the cancelled Commitments have been or will be paid in accordance with Section 5.2(b) of the Credit Agreement. The Facility Agent is hereby authorized and directed to update, and may take such other actions to effect such cancellation in, its books and records.

### **Miscellaneous**

By its execution of the consent and agreement provided below, each of the parties hereto hereby agrees that this letter agreement is a Loan Document under the Credit Agreement.

The Waiver contained herein is limited and relates solely to the subject matter described herein and the expressly referenced provisions of the Credit Agreement and any other applicable Loan Document related thereto, and nothing in this letter agreement shall directly or indirectly be deemed to constitute a waiver of compliance by the Loan Parties with respect to any other term, provision or condition of the Credit Agreement or any other Loan Document, or any other instrument or agreement referred to therein.

By its execution of this letter, the Borrower and Parent Guarantor hereby represent and warrant that, as of the date hereof, after giving effect hereto, no Default or Event of Default has occurred or is continuing. The Borrower and Parent Guarantor, on behalf of each of the Obligors, hereby reaffirms, in all material respects and as of the date hereof, after giving effect hereto, each and every representation and warranty made thereby in the Credit Agreement, except for representations and warranties, if any, given as of a specified date; provided that any representations that are subject to any materiality qualifier in the Credit Agreement are reaffirmed in all respects as of the date hereof, except for representations and warranties, if any, given as of a specified date. Each of the Loan Parties acknowledges and agrees that, except for the Waiver and consent contained herein, nothing contained in this letter agreement shall be deemed or construed to amend, supplement or modify the Credit Agreement or any of the other Loan Documents, or otherwise affect the rights and obligations of any party thereto, all of which remain in full force and effect (without defense, set-off or counterclaim) and inure to the benefit of, and are enforceable by, the Finance Parties.

This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to choice-of-law principles.

The Lenders party hereto, constituting 100% of the Lenders, direct and authorize the Facility Agent and Security Trustee to execute this letter. In executing this letter, each of the Facility Agent and the Security Trustee shall be entitled to all of the rights, protections, privileges, indemnities and immunities set forth in the Credit Agreement.

Kindly indicate your acceptance and agreement with the foregoing by executing this letter agreement in the space indicated below.

*[Signature Pages Follow]*

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Very Truly Yours,

SEACOR MARINE FOREIGN HOLDINGS INC.,  
as Borrower

By: /s/ Jesus Llorca

\_\_\_\_Name: Jesus Llorca

Title: Executive Vice President

SEACOR MARINE HOLDINGS INC.,  
as Parent Guarantor

By: /s/ Jesus Llorca

Name: Jesus Llorca

Title: Executive Vice President Chief Financial  
Officer

*[Signature Page to Waiver and Consent Letter]*

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Accepted and Agreed:

BLUE OCEAN RG SPV III LLC, as Lender  
By: BLUE OCEAN GP LLC, its Manager

By: /s/ Matthew Lux Name: Matthew Lux  
Title: Sr. MD., General Counsel

*[Signature Page to Waiver and Consent Letter]*

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Accepted and Agreed:

KROLL AGENCY SERVICES LIMITED,  
as Facility Agent

By: /s/ Anthony Prescott Name: Anthony Prescott  
Title: Transaction Manager

KROLL TRUSTEE SERVICES LIMITED,  
as Security Trustee

By: /s/ Anthony Prescott  
Name: Anthony Prescott  
Title: Transaction Manager

*[Signature Page to Waiver and Consent Letter]*

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