
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SEACOR MARINE HOLDINGS INC.
(Exact Name of Registrant as Specified in its Charter)

DELAWARE
(State or Other Jurisdiction of
Incorporation or Organization)

47-2564547
(I.R.S. Employer
Identification No.)

7910 MAIN STREET, 2nd FLOOR
HOUMA, LA
(Address of Principal Executive Offices)
70360
(Zip Code)

SEACOR MARINE HOLDINGS INC. 2017 EQUITY INCENTIVE PLAN
(Full Title of Plan)

JESUS LLORCA
EXECUTIVE VICE PRESIDENT – CORPORATE DEVELOPMENT AND SECRETARY
SEACOR MARINE HOLDINGS INC.
7910 MAIN STREET, 2nd FLOOR
HOUMA, LA
(281) 606-4900
(Name and Agent for Service)
(Telephone Number, Including Area Code, of Agent For Service)

Copies to:
BRETT D. NADRITCH, ESQ.
MILBANK, TWEED, HADLEY AND MCCLOY LLP
28 LIBERTY STREET
NEW YORK, NEW YORK 10005
(212) 530-5000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company
(Do not check if a smaller reporting 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 7(a)(2)(b) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per unit(2)	Proposed maximum aggregate offering price(2)	Amount of registration fee
Common Stock par value \$0.01, to be issued under the SEACOR Marine Holdings Inc. 2017 Equity Incentive Plan	2,174,000 shares	\$ 12.87	\$ 27,979,380	\$ 3,483.44

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8

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), there are also being registered such additional shares of common stock as may become issuable pursuant to the adjustment provisions of the SEACOR Marine Holdings Inc. 2017 Equity Incentive Plan (the "Plan") including stock splits, stock dividends, recapitalizations or similar transactions effected without the registrant's receipt of consideration which would increase the number of outstanding shares of common stock.

(2) Pursuant to Rule 457(c) and 457(h) of the Securities Act, the proposed maximum aggregate offering price and the amount of registration fee are estimated for the purpose of calculating the amount of the registration fee and are based on the average of the high and low prices of shares of Common Stock of the registrant as reported on the New York Stock Exchange on November 16, 2017.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

SEACOR Marine Holdings Inc., a Delaware company (the “Company”), will provide free of charge all participants in the Plan with the document(s) containing the information required by Part I of Form S-8, as specified in Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the “Commission”) under the Securities Act. In accordance with the rules and regulations of the Commission, the Company has not filed such document(s) with the Commission, but such documents (along with the documents incorporated by reference into this Registration Statement on Form S-8 (this “Registration Statement”) pursuant to Item 3 of Part II hereof), taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents have been filed by the Company with the Commission and are hereby incorporated by reference into this Registration Statement and will be deemed to be a part hereof:

(1) The Company’s Registration Statement on Form 10, initially filed with the Commission on December 13, 2016, as amended, (File No. 001-37966) including the description of the Company’s common stock, par value \$0.01 per share contained therein, including any amendment or report filed for the purpose of updating, changing or otherwise modifying such description.

(2) The Company’s Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2017, June 30, 2017 and September 30, 2017 as filed with the Commission on June 23, 2017, August 11, 2017 and November 9, 2017, respectively.

(3) The Company’s Current Reports on Form 8-K, as filed with the Commission on May 12, 2017, May 18, 2017, June 5, 2017, June 15, 2017, June 23, 2017, August 11, 2017, September 26, 2017 and November 9, 2017 (other than any reports or portions thereof that are furnished under Item 2.02 or Item 7.01 and any exhibits included with such Items).

Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, all documents subsequently filed with the Commission by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date hereof and prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall also be deemed to be incorporated by reference herein and to be a part hereof from the dates of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the DGCL provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation,

and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Section 145 further provides that a corporation similarly may indemnify any such person serving in any such capacity who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or such other court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

The Company's second amended and restated bylaws authorize the indemnification of its officers and directors, consistent with Section 145 of the DGCL, as amended. The Company has entered into indemnification agreements with each of its directors and executive officers. These agreements, among other things, require us to indemnify each director and executive officer to the fullest extent permitted by Delaware law, including indemnification of expenses such as attorneys' fees, judgments, fines and settlement amounts incurred by the director or executive officer in any action or proceeding, including any action or proceeding by or in right of us, arising out of the person's services as a director or executive officer.

Reference is made to Section 102(b)(7) of the DGCL, which enables a corporation in its original certificate of incorporation or an amendment thereto to eliminate or limit the personal liability of a director for violations of the director's fiduciary duty, except (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL, which provides for liability of directors for unlawful payments of dividends or unlawful stock purchase or redemptions or (iv) for any transaction from which a director derived an improper personal benefit. The Company's second amended and restated certificate of incorporation provides for such exculpation from personal liability.

The Company expects to maintain standard policies of insurance that provide coverage (i) to its directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (ii) to the Company with respect to indemnification payments that it may make to such directors and officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Unless otherwise indicated below as being incorporated by reference to another filing of the Company with the Commission, each of the following exhibits is filed herewith:

Exhibit Number	Description
4.1*	Second Amended and Restated Certificate of Incorporation (incorporated herein by reference to Exhibit 3.1 to the Company's Registration Statement on Form 10, filed on February 10, 2017).
4.2*	Second Amended and Restated By-laws (incorporated by reference from Exhibit 3.2 to the Company's Registration Statement on Form 10, filed on February 10, 2017).
5.1**	Opinion of Milbank, Tweed, Hadley & McCloy LLP
23.1**	Consent of Ernst & Young LLP
23.2**	Consent of PricewaterhouseCoopers, S.C., auditors to Mantenimiento Express Maritimo, S.A.P.I. de C.V.
23.3**	Consent of Milbank, Tweed, Hadley & McCloy LLP (contained in Exhibit 5.1 hereto).
24.1**	Powers of Attorney (included on the signature page hereof).
99.1*	SEACOR Marine Holdings Inc. 2017 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K, filed on May 12, 2017).
99.2**	Form of Option Award Agreement under the SEACOR Marine Holdings Inc. 2017 Equity Incentive Plan.
99.3**	Form of Restricted Stock Award Agreement under the SEACOR Marine Holdings Inc. 2017 Equity Incentive Plan.

* Incorporated by reference as indicated.

** Filed herewith.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless, in the opinion of its counsel, the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 20, 2017.

SEACOR MARINE HOLDINGS INC.

By: /s/ Matthew Cenac

Name: Matthew Cenac

Title: Executive Vice President and Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below appoints John Gellert, Matthew Cenac and Jesus Llorca, and each of them, any of whom may act without the joinder of the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and any Registration Statement (including any amendment thereto) for this offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or would do in person, hereby ratifying and confirming all that said attorney-in-fact and agent may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John Gellert</u> John Gellert	President, Chief Executive Officer and Director	November 20, 2017
<u>/s/ Matthew Cenac</u> Matthew Cenac	Executive Vice President and Chief Financial Officer	November 20, 2017
<u>/s/ Charles Fabrikant</u> Charles Fabrikant	Non-Executive Chairman of the Board	November 20, 2017
<u>/s/ Andrew R. Morse</u> Andrew R. Morse	Director	November 20, 2017
<u>/s/ R. Christopher Regan</u> R. Christopher Regan	Director	November 20, 2017
<u>/s/ Evan Behrens</u> Evan Behrens	Director	November 20, 2017
<u>/s/ Ferris Hussein</u> Ferris Hussein	Director	November 20, 2017

MILBANK, TWEED, HADLEY & McCLOY LLP

**28 Liberty Street
New York, NY 10005-1413**

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8610-5969-2700
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SINGAPORE
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FAX: 813-5410-2891

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FAX: 213-629-5063

212-530-5000

FAX: 212-530-5219

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FAX: 202-835-7586

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44-20-7615-3000
FAX: 44-20-7615-3100

FRANKFURT
49-69-71914-3400
FAX: 49-69-71914-3500

MUNICH
49-89-25559-3600
FAX: 49-89-25559-3700

November 20, 2017

SEACOR Marine Holdings Inc.
7910 Main Street, 2nd Floor
Houma, LA 70360

Ladies and Gentlemen:

We have acted as special counsel to SEACOR Marine Holdings Inc., a Delaware corporation (the “**Company**”), in connection with the Registration Statement on Form S-8 (the “**Registration Statement**”) filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the “**Securities Act**”) on November 20, 2017. You have asked us to furnish our opinion as to the legality of the securities being registered under the Registration Statement. The Registration Statement relates to the registration of up to 2,174,000 shares (the “**Shares**”) of the Company’s common stock (the “**Common Stock**”) issuable in respect of awards to be granted under the SEACOR Marine Holdings Inc. 2017 Equity Incentive Plan (the “**Plan**”).

In rendering the opinions expressed below, we have examined the General Corporations Law of the State of Delaware (the “**DGCL**”), the Registration Statement, the Plan and the form of award agreements relating to awards of Shares under the Plan (collectively, the “**Agreements**”) and Company records, certificates, agreements and other documents, and such questions of law, as we have considered necessary or appropriate for the purposes of this opinion. In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. As to various questions of fact material to this opinion, we have, when relevant facts were not independently established, relied upon certificates of officers and representatives of the Company and public officials and statements and representations contained in the Registration Statement, the Plan, and other documents as we have deemed necessary.

Based upon the above, and subject to the stated assumptions, exceptions and qualifications, we are of the opinion that the registration of the Shares under the Plan has been duly authorized by all necessary corporate action on the part of the Company and, when issued and, delivered and upon receipt of all amounts that a Plan participant is required to pay to purchase the Shares, which consideration shall constitute lawful consideration under Delaware law, each in accordance with the terms of the Plan and any applicable award agreements, the Shares will be or have been, as applicable, validly issued, fully paid and non-assessable.

The foregoing opinion is limited to matters involving the federal laws of the United States of America and the DGCL, and we do not express any opinion as to the laws of any other jurisdiction.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and all references to us in the Registration Statement. In giving such opinion, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder. We disclaim any obligation to update anything herein for events occurring after the date hereof.

Very truly yours,

/s/ Milbank, Tweed, Hadley & McCloy LLP

Consent of Independent Registered Certified Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the SEACOR Marine Holdings Inc. 2017 Equity Incentive Plan of our report dated April, 27, 2017, with respect to the consolidated and combined financial statements and schedule of SEACOR Marine Holdings Inc. as of December 31, 2016 and 2015, and for each of the three years in the period ended December 31, 2016 included in its Amendment No. 3 to Form 10 (No. 001-37966), filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Boca Raton, Florida

November 20, 2017

Consent of Independent Registered Certified Public Accounting Firm

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of SEACOR Marine Holdings Inc. for our report dated December 8, 2016 and relating to the financial statements of Mantenimiento Express Maritimo, S.A.P.I. de C.V., which appears in SEACOR Marine Holdings Inc.'s Form 10 (No. 001-37966).

PricewaterhouseCoopers, S.C.

/s/ Guillermo Robles Haro

Guillermo Robles Haro

Ciudad de Mexico

November 20, 2017

**STOCK OPTION GRANT AGREEMENT
PURSUANT TO THE SEACOR MARINE HOLDINGS INC.
2017 EQUITY INCENTIVE PLAN**

THIS STOCK OPTION GRANT AGREEMENT (this "Agreement"), dated as of [____], 20[___] (the "Agreement Date"), sets forth the agreement of SEACOR Marine Holdings Inc., a Delaware corporation (the "Company"), to grant options to [____], an employee of, or consultant to, the Company or its Affiliates (the "Grantee"), to purchase Shares on the terms and subject to the conditions hereinafter provided.

The stock options to be granted pursuant hereto shall not be Incentive Stock Options.

1. Agreement to Grant; Grant Dates and Numbers of Shares. The Company hereby agrees, subject to Paragraph 5, to grant to the Grantee options to purchase a total of [____] Shares (the "Stock Options") in four installments as follows:

Options to purchase [____] Shares to be granted on [____], 20[___]
Options to purchase [____] Shares to be granted on [____], 20[___]
Options to purchase [____] Shares to be granted on [____], 20[___]
Options to purchase [____] Shares to be granted on [____], 20[___]

Each of [____], 20[___]; [____], 20[___]; [____], 20[___]; and [____], 20[___] is referred to herein as a "Grant Date." Stock Options granted on any Grant Date shall vest and become exercisable to purchase Shares as provided in Paragraph 4.

2. Exercise Price. The per Share exercise price of the Stock Options to be granted on each Grant Date shall be equal to the Fair Market Value on such Grant Date. The Company shall provide notice to the Grantee of the per Share exercise price of each grant of Stock Options hereunder promptly after the applicable Grant Date.

3. Payment of Exercise Price. The option exercise price may be paid in cash, by the delivery of Shares then owned by the Grantee (which are not the subject of any pledge or other security interest and which have been owned by the Grantee for at least six months), by the withholding of Shares for which a Stock Option is exercisable or by a combination of these methods. Payment may also be made by delivering a properly executed exercise notice to the Company together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the aggregate amount of sale or loan proceeds to pay the exercise price. To facilitate the foregoing, the Company may enter into agreements for coordinated procedures with one or more brokerage firms. The Company may prescribe any other method of paying the exercise price that it determines to be consistent with applicable law. In determining which methods the Grantee may utilize to pay the exercise price, the Company may consider such factors as it determines are appropriate.

4. Vesting and Exercise Period.

A. GENERAL. Subject to the terms and conditions set forth herein, the Stock Options granted on each Grant Date shall vest and be exercisable as follows:

VESTING	NUMBER OF SHARES
[____], 20[___]	20% of Stock Options
[____], 20[___]	20% of Stock Options
[____], 20[___]	20% of Stock Options
[____], 20[___]	20% of Stock Options
[____], 20[___]	20% of Stock Options

No Stock Option awarded hereunder shall be exercisable later than ten years after the Agreement Date. The Stock Options awarded hereunder shall not be transferable otherwise than by will or the laws of descent and distribution, and shall be exercisable during the Grantee's lifetime only by the Grantee. Notwithstanding the foregoing, Stock Options may be transferred by the Grantee solely to the Grantee's spouse, siblings, parents, children and grandchildren or trusts for the benefit of such persons or partnerships, corporations, limited liability companies or other entities owned solely by such persons, including trusts for such persons.

B. DEATH. In the event of the Grantee's death, each Stock Option that had been granted but was unexercised as of the date of death shall vest and become immediately exercisable, and may be exercised until the first to occur of (i) the one-year anniversary of the date of death and (ii) the tenth anniversary of the Agreement Date. In addition, in the event of the Grantee's death, any and all Stock Options that are subject to grant under Paragraph 1 but have not yet been granted because, as of the date of death, the Grant Date had not yet occurred, shall be granted as of the date of death, which shall be the "Grant Date" for purposes thereof (or, if such date is not a business day on which the Shares were traded, the "Grant Date" shall be the immediately preceding business day on which Shares were traded).

C. RETIREMENT. In the event of the Grantee's formal retirement from employment with the Company under acceptable circumstances as determined by the Committee in its sole discretion (which determination may be conditioned upon, among other things, the Grantee entering into a non-competition agreement with the Company), each Stock Option that had been granted but was unexercised as of the date of retirement shall vest and become immediately exercisable, and may be exercised until the first to occur of (i) the one-year anniversary of the Grantee's retirement date and (ii) the tenth anniversary of the Agreement Date. In addition, in the event of such retirement, any and all Stock Options that are subject to grant under Paragraph 1 but have not yet been granted because, as of the date of such retirement, the Grant Date had not yet occurred, shall be granted as of the date of retirement, which shall be the "Grant Date" for purposes thereof (or, if such date is not a business day on which Shares are traded, the "Grant Date" shall be the immediately preceding business day on which Shares were traded).

D. TERMINATION OF EMPLOYMENT WITHOUT CAUSE. Subject to Paragraph 6, in the event the Grantee's employment is terminated by the Company without Cause (including upon or following the Grantee's Disability), each Stock Option that had been granted and became vested, but was unexercised as of the date of termination, may be exercised until the first to occur of (i) the date which is 90 days after the effective date of such termination and (ii) the tenth anniversary of the Agreement Date.

E. VOLUNTARY RESIGNATION. Subject to Paragraph 6, in the event of the Grantee's voluntary termination of employment with the Company, each Stock Option that had been granted and became vested, but was unexercised as of the date of termination, may be exercised until the first to occur of (i) the date which is 90 days after the effective date of such termination and (ii) the tenth anniversary of the Agreement Date.

5. Termination of Stock Options; Post-Employment Exercises. Except as provided for in Paragraph 4 or 6 hereof, or as otherwise provided by the Committee, (i) no Stock Option represented by this Agreement may be exercised after termination of the Grantee's employment with the Company, (ii) all Stock Options shall terminate and be of no further force or effect from and after the date of such termination and (iii) no Stock Options that were subject to grant under Paragraph 1 as of the date of termination of the Grantee's employment with the Company (but had not been granted because, as of such date, the Grant Date had not yet occurred) shall be granted after such termination of employment and the Company's agreement to grant such Stock Options shall be of no further force or effect.

6. Adjustment Provisions; Change of Control.

A. The Stock Options shall be subject to adjustment as provided in Section 4(b) of the Plan.

B. If there is a Change of Control of the Company, any and all Stock Options that are subject to grant under Paragraph 1 but have not yet been granted because, as of the date of such Change of Control, the Grant Date had not yet occurred, shall be granted as of the date of such Change of Control (immediately prior to the occurrence of the Change of Control on such date), which shall be the "Grant Date" for purposes thereof (or, if such date is not a business day on which Shares are traded, the "Grant Date" shall be the immediately preceding business day on which Shares were traded).

C. The Stock Options shall be subject to Section 13 of the Plan upon and following a Change of Control.

7. Withholding. All payments or distributions of Stock Options made hereunder or of Shares covered by Stock Options shall be net of any amounts required to be withheld pursuant to applicable federal, national, state and local tax withholding requirements. The Company shall have the right to withhold the amount of such taxes from any other sums due or to become due from the Company to the Grantee as the Company shall determine. The Company may, in its discretion and subject to such rules as it may adopt (including any as may be required to satisfy applicable tax, permit the Grantee to pay all or a portion of the federal, national, state and local withholding taxes arising in connection with any Stock Option or Shares by electing to have the Company withhold Shares having a Fair Market Value equal to the amount to be withheld.

8. Tenure. The Grantee's right to continue to serve the Company or any of its Affiliates as an officer, employee, or otherwise, shall not be enlarged or otherwise affected by the award hereunder.

9. Representations and Warranties of Grantee. The Grantee hereby represents and warrants to the Company as follows:

A. The Grantee has the legal right and capacity to enter into this Agreement and fully understands the terms and conditions of this Agreement.

B. The Grantee is acquiring the Shares subject to the Stock Options for investment purposes only and not with a view to, or in connection with, the public distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act").

C. If any Shares subject to the Stock Options shall be registered under the Securities Act, no public offering (otherwise than on a national securities exchange, as defined in the Securities Exchange Act of 1934, as amended) of any Shares acquired hereunder shall be made by the Grantee (or any other person) under such circumstances that he or she (or such person) may be deemed an underwriter, as defined in the Securities Act.

D. The Grantee understands and agrees that none of the Shares subject to the Stock Options may be offered, sold, assigned, transferred, pledged, hypothecated or otherwise disposed of except in compliance with this Agreement and the Securities Act pursuant to an effective registration statement or applicable exemption from the registration requirements of the Securities Act and applicable state securities or "blue sky" laws, and then only in accordance with any applicable insider trading policy of the Company (as may be in effect from time to time, the "Insider Trading Policy"). The Grantee further understands that the Company has no obligation to cause or to refrain from causing the resale of any of the Shares subject to the Stock Options or any other Shares or shares of its capital stock to be registered under the Securities Act or to comply with any exemption under the Securities Act which would permit the Shares subject to the Stock Options to be sold or otherwise transferred by the Grantee. The Grantee further understands that, without approval in writing pursuant to the Insider Trading Policy, no trade may be executed in any interest or position relating to the future price of Company securities, such as a put option, call option, or short sale (which prohibition includes, among other things, establishing any "collar" or other mechanism for the purpose of establishing a price).

E. Notwithstanding anything herein to the contrary, the Company shall have no obligation to deliver any Shares hereunder or make any other distribution of benefits under hereunder unless such delivery or distribution would comply with all applicable laws (including, without limitation, the Securities Act), and the applicable requirements of any securities exchange or similar entity.

10. Notices. Any notice required or permitted hereunder shall be deemed given, if to the Grantee, when delivered (a) by a nationally recognized overnight delivery service (receipt requested), (b) by e-mail or other electronic means, or (c) by certified or registered mail, return receipt requested, postage prepaid, at such address as the Company shall maintain for the Grantee in its personnel records or such other address as he or she may designate in writing to the Company. Grantee will promptly notify the Company in writing upon any change in Grantee's mailing address or e-mail address. Any notice required or permitted hereunder shall be deemed given, if to the Company, when delivered by certified or registered mail, return receipt requested, postage prepaid, to the Company, at 7910 Main Street, 2nd Floor, Houma, LA, Attention: [_____] or such other address as the Company may designate in writing to the Grantee.

11. Failure to Enforce Not a Waiver. The failure of the Company to enforce at any time any provision of this Agreement shall in no manner be construed to be a waiver of such provision or of any other provision hereof.

12. Amendment and Termination. Subject to the terms of the Plan, this Agreement may not be amended or terminated unless such amendment or termination is in writing and duly executed by each of the parties hereto.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

14. Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Grantee, his or her executors, administrators, personal representatives and heirs. In the event that any part of this Agreement shall be held to be invalid or unenforceable, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

15. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the Stock Options and supersedes all prior agreements, discussions and understandings with respect to such subject matter.

16. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to principles and provisions thereof relating to conflict or choice of laws.

17. Clawback. The Stock Options and the Shares issued upon exercise of the Stock Options will be subject to such clawback provisions as may be required to be made pursuant to any applicable law, government regulation or stock exchange listing requirement, or other applicable Company policy.

18. 2017 Equity Incentive Plan Controls. This Agreement is subject to all terms and provisions of the SEACOR Marine Holdings Inc. 2017 Equity Incentive Plan (and as amended, modified or supplemented from time to time, the "Plan"), which are incorporated herein by reference. In the event of any conflict, the terms and provisions of the Plan shall control over the terms and provisions of this Agreement. All capitalized terms herein shall have the meanings given to such terms by the Plan unless otherwise defined herein or unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the Company has executed this Agreement on the date and year first above written.

SEACOR MARINE HOLDINGS INC.

[]

The undersigned hereby accepts, and agrees to, all terms and provisions of the foregoing Stock Option Grant Agreement.

<<First_Name>> <<Last_Name>>

Dated: _____

**RESTRICTED STOCK GRANT AGREEMENT
PURSUANT TO THE SEACOR MARINE HOLDINGS INC.
2017 EQUITY INCENTIVE PLAN**

THIS RESTRICTED STOCK GRANT AGREEMENT (this “Agreement”), dated as of [____], 20[___], is between SEACOR Marine Holdings Inc., a Delaware corporation (the “Company”), and [____] (the “Grantee”).

W I T N E S S E T H :

WHEREAS, the Grantee is an employee of, or consultant to, the Company or its Affiliates; and

WHEREAS, the Company desires to issue and grant to the Grantee, and the Grantee desires to accept, Shares, upon the terms and subject to the conditions herein set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Grant of Restricted Stock.** In recognition of the Grantee’s commitment to the continued growth and financial success of the Company, the Company hereby grants to the Grantee a total of [____] restricted Shares (the “Restricted Stock”). Except as otherwise provided herein including, without limitation, the provisions of Paragraph 4 hereof, the Grantee shall have with respect to the Restricted Stock all of the rights of a holder of Shares, including the right to receive dividends, if paid, and the right to vote the Shares, provided, however, that, prior to the record date for any dividend, the Committee shall determine, in its sole discretion, whether (i) the Grantee shall immediately receive the dividend on the Restricted Stock on the payment date, notwithstanding the vesting date of the underlying Restricted Stock as set forth in Paragraph 2 below or (ii) the amount of the dividend otherwise payable on the Restricted Stock shall be held in escrow from and after the dividend payment date until the Restricted Stock vests, at which time the amount of the dividend shall be paid to the Grantee. Unless otherwise directed by the Committee, the Restricted Stock shall be held in book entry form with appropriate restrictions relating to the transfer of such Shares.

2. **Vesting.**

Subject to the terms and conditions set forth herein, including, without limitation, the provisions of Paragraph 5 hereof, beneficial ownership without the restrictions set forth in Paragraph 1 hereof (“Beneficial Ownership”) of the Restricted Stock shall vest in the Grantee as follows and on the respective dates herein set forth (each such date, a “Vesting Date”); provided, however, that, if any scheduled Vesting Date occurs during a trading “blackout” period with respect to the Grantee (a “Blackout Period”), then the Restricted Stock otherwise ordinarily scheduled to vest on such Vesting Date shall instead vest on the earlier of (a) the first day following the termination of the applicable Blackout Period, or (b) December 31 of the year in which the Vesting Date was originally scheduled to occur:

DATE	NUMBER OF SHARES
[____], 20[___]	20% of the Restricted Stock
[____], 20[___]	20% of the Restricted Stock
[____], 20[___]	20% of the Restricted Stock
[____], 20[___]	20% of the Restricted Stock
[____], 20[___]	20% of the Restricted Stock

Notwithstanding the foregoing, Beneficial Ownership of all of the aforementioned shares of Restricted Stock shall vest immediately, without any action on the part of the Company (or its successor as applicable) or the Grantee if, prior to a Forfeiture (as defined below) by the Grantee pursuant to Paragraph 4 hereof, any of the following events occur:

- (i) the death of the Grantee;
- (ii) the Grantee’s formal retirement from employment with the Company under acceptable circumstances as determined by the Committee in its sole discretion (which determination may be conditioned upon, among other things, the Grantee entering into a non-competition agreement with the Company); and
- (iii) the termination of the Grantee’s employment with the Company and/or its Affiliates, as applicable, by the Company (or applicable Affiliates) without Cause (including upon or following the Grantee’s Disability).

3. **Non-Transferability of Restricted Stock.** Except as expressly provided in Paragraph 2 hereof, prior to the applicable date on which Restricted Stock vests hereunder, no unvested Restricted Stock (nor any interest therein) may be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, shall not be assignable by operation of law and shall not be subject

to execution, attachment or similar process. Any attempted sale, assignment, transfer, pledge, hypothecation or other disposition of any unvested Restricted Stock contrary to the provisions hereof shall be null and void and without effect. Notwithstanding the foregoing, unvested Restricted Stock may be transferred by the Grantee solely to the Grantee's spouse, siblings, parents, children and grandchildren or trusts for the benefit of such persons or partnerships, corporations, limited liability companies or other entities owned solely by such persons, including trusts for such persons.

4. Forfeiture.

A. Except upon occurrence of the events set forth in Paragraphs 2 hereof, or as otherwise provided pursuant to Paragraph 5 hereof, or as otherwise provided by the Committee, upon termination of the Grantee's employment with the Company and/or its Affiliates, as applicable, prior to vesting of Beneficial Ownership in all of the Restricted Stock, and notwithstanding the provisions of Paragraph 2 hereof, Beneficial Ownership of the remaining unvested Restricted Stock shall not vest in the Grantee and all such unvested Restricted Stock shall immediately thereupon be forfeited by the Grantee to the Company (a "**Forfeiture**") without any consideration therefor.

B. From and after the occurrence of such Forfeiture, and notwithstanding any provision herein to the contrary including, without limitation, the provisions of Paragraph 1 hereof, the Grantee shall have no rights to or interests in any of the forfeited Restricted Stock.

5. Adjustment Provisions; Change of Control

A. The Restricted Stock shall be subject to adjustment as provided in Section 4(b) of the Plan.

B. The Restricted Stock shall be subject to Section 13 of the Plan upon and following a Change of Control.

6. Representations and Warranties of Grantee. The Grantee hereby represents and warrants to the Company as follows:

A. The Grantee has the legal right and capacity to enter into this Agreement and fully understands the terms and conditions of this Agreement.

B. The Grantee is acquiring the Restricted Stock for investment purposes only and not with a view to, or in connection with, the public distribution thereof in violation of the Securities Act of 1933, as amended (the "**Securities Act**").

C. If any Restricted Stock shall be registered under the Securities Act, no public offering (otherwise than on a national securities exchange, as defined in the Securities Exchange Act of 1934, as amended) of any Shares acquired hereunder shall be made by the Grantee (or any other person) under such circumstances that he or she (or such person) may be deemed an underwriter, as defined in the Securities Act.

D. The Grantee understands and agrees that none of the Restricted Stock may be offered, sold, assigned, transferred, pledged, hypothecated or otherwise disposed of except in compliance with this Agreement and the Securities Act pursuant to an effective registration statement or applicable exemption from the registration requirements of the Securities Act and applicable state securities or "blue sky" laws, and then only in accordance with any applicable insider trading policy of the Company (as may be in effect from time to time, the "**Insider Trading Policy**"). The Grantee further understands that the Company has no obligation to cause or to refrain from causing the resale of any of the Restricted Stock or any other Shares or shares of its capital stock to be registered under the Securities Act or to comply with any exemption under the Securities Act which would permit the shares of the Restricted Stock to be sold or otherwise transferred by the Grantee. The Grantee further understands that, without approval in writing pursuant to the Insider Trading Policy, no trade may be executed in any interest or position relating to the future price of Company securities, such as a put option, call option, or short sale (which prohibition includes, among other things, establishing any "collar" or other mechanism for the purpose of establishing a price).

E. Notwithstanding anything herein to the contrary, the Company shall have no obligation to deliver any Shares hereunder or make any other distribution of benefits under hereunder unless such delivery or distribution would comply with all applicable laws (including, without limitation, the Securities Act), and the applicable requirements of any securities exchange or similar entity.

7. Notices. Any notice required or permitted hereunder shall be deemed given, if to the Grantee, when delivered (a) by a nationally recognized overnight delivery service (receipt requested), (b) by e-mail or other electronic means, or (c) by certified or registered mail, return receipt requested, postage prepaid, at such address as the Company shall maintain for the Grantee in its personnel records or such other address as he or she may designate in writing to the Company. Grantee will promptly notify the Company in writing upon any change in Grantee's mailing address or e-mail address. Any notice required or permitted hereunder shall be deemed given, if to the Company, when delivered by certified or registered mail, return receipt requested, postage prepaid, to the Company, at 7910 Main Street, 2nd Floor, Houma, LA, Attention: [_____] or such other address as the Company may designate in writing to the Grantee.

8. Withholding. All payments or distributions of Restricted Stock or with respect thereto shall be net of any amounts required to be withheld pursuant to applicable federal, national, state and local tax withholding requirements. The Company shall

have the right to withhold the amount of such taxes from any other sums due or to become due from the Company to the Grantee as the Company shall determine. The Company may, in its discretion and subject to such rules as it may adopt (including any as may be required to satisfy applicable tax), permit the Grantee to pay all or a portion of the federal, national, state and local withholding taxes arising in connection with the Restricted Stock or any payments or distributions with respect thereto by electing to have the Company withhold Shares having a Fair Market Value equal to the amount to be withheld.

9. **Failure to Enforce Not a Waiver.** The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

10. **Amendment and Termination.** Subject to the terms of the Plan, this Agreement may not be amended or terminated unless such amendment or termination is in writing and duly executed by each of the parties hereto.

11. **Tenure.** The Grantee's right to continue to serve the Company or any of its Affiliates as an officer, employee, or otherwise, shall not be enlarged or otherwise affected by the award hereunder.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

13. **Benefit and Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Grantee, his or her executors, administrators, personal representatives and heirs. In the event that any part of this Agreement shall be held to be invalid or unenforceable, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the Restricted Stock and supersedes all prior agreements, discussions and understandings with respect to such subject matter.

15. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to principles and provisions thereof relating to conflict or choice of laws.

16. **Clawback.** The Restricted Stock and the Shares issued upon vesting of the Restricted Stock will be subject to such clawback provisions as may be required to be made pursuant to any applicable law, government regulation or stock exchange listing requirement, or other applicable Company policy.

17. **2017 Equity Incentive Plan Controls.** This Agreement is subject to all terms and provisions of the SEACOR Marine Holdings Inc. 2017 Equity Incentive Plan (and as amended, modified or supplemented from time to time, the "Plan"), which are incorporated herein by reference. In the event of any conflict, the terms and provisions of the Plan shall control over the terms and provisions of this Agreement. All capitalized terms herein shall have the meanings given to such terms by the Plan unless otherwise defined herein or unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the Company has executed this Agreement on the date and year first above written.

SEACOR MARINE HOLDINGS INC.

[Name]
[Title]

The undersigned hereby accepts, and agrees to, all terms and provisions of the foregoing Restricted Stock Grant Agreement.

Name: _____
Dated: _____