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

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**FORM 6-K**

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**REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16 OF  
THE SECURITIES EXCHANGE ACT OF 1934**

For the month of: **November 2018**

Commission File Number: **001-37611**

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**Pyxis Tankers Inc.**

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**59 K. Karamanli Street  
Maroussi 15125 Greece  
+30 210 638 0200**

(Address of registrant's principal executive offices)

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Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): \_\_\_

**Note** : Regulation S-T Rule 101(b) (1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): \_\_\_

**Note** : Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

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## INFORMATION CONTAINED IN THIS FORM 6-K REPORT

On November 19, 2018, the Company entered into Amendment No. 1 to an Equity Distribution Agreement dated March 30, 2018 (the “Distribution Agreement”), between the Pyxis Tankers Inc. (the “Company”) and Noble Capital Markets, Inc. (the “Sales Agent”). Under the terms of the Distribution Agreement, the Company may, from time to time, issue and sell shares of its common stock, par value \$0.001 per share (the “Common Stock”), up to an aggregate offering of \$3,675,000, through the Sales Agent as either agent or principal.

Sales of the Common Stock, if any, may be made in sales that are deemed to be “at-the-market offerings” as defined in Rule 415 under the Securities Act of 1933, as amended, including sales made directly on or through the NASDAQ Capital Market or another market for the Common Stock, sales made to or through a market maker other than on an exchange, or as otherwise agreed with the Sales Agent. The Sales Agent also may sell the Common Stock in negotiated transactions subject to the Company’s prior approval.

The Sales Agent will receive a commission of 2.75% of the gross sales price for any shares of Common Stock sold through it as the Sales Agent under the Distribution Agreement and for Common Stock sold pursuant to privately negotiated transactions, the Company will pay the Sales Agent a commission at a rate agreed by the parties at the time of such transaction. The Company has no obligation to sell any of the Common Stock under the Distribution Agreement and may at any time suspend solicitations and offers under the Distribution Agreement.

The Company intends to use the net proceeds, if any, from the sale of the Common Stock pursuant to the Distribution Agreement for general corporate purposes, which may include the repayment of existing indebtedness and working capital.

The Common Stock will be offered and sold pursuant to the Company’s shelf registration statement on Form F-3 (File No. 333-222848) filed with the SEC on February 2, 2018. The Company filed a prospectus supplement, dated November 19, 2018, to the prospectus, dated February 13, 2018, with the SEC in connection with the offer and sale of the Common Stock.

The foregoing description of the Distribution Agreement is qualified in its entirety by reference to the Distribution Agreement, a copy of which is filed as Exhibit 1.1 to this Current Report on Form 6-K and is incorporated herein by reference.

Also, attached as Exhibit 5.1 to this Current Report on Form 6-K is a legal opinion letter issued by Seward & Kissel LLP in connection with the Distribution Agreement.

### Exhibit Index

<b>Exhibit Number</b>	<b>Document</b>
1.1	<a href="#"><u>Amendment No.1 to the Equity Distribution Agreement, dated March 30, 2018, between the Company and Noble Capital Markets, Inc.</u></a>
5.1	<a href="#"><u>Opinion of Seward &amp; Kissel LLP</u></a>

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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, thereunto duly authorized.

**PYXIS TANKERS INC.**

By: /s/ Henry Williams

Name: Henry Williams

Title: Chief Financial Officer

Date: November 20, 2018

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**AMENDMENT NO. 1 TO EQUITY DISTRIBUTION AGREEMENT**

This Amendment No. 1 (this "*Amendment No. 1*") to the Equity Distribution Agreement, dated March 30, 2018 (the "*Agreement*"), between Pyxis Tankers Inc., a corporation incorporated under the laws of the Republic of the Marshall Islands (the "*Company*"), and Noble Capital Markets ("*Noble*") is made and entered into as of the 19th day of November, 2018, by and among the parties hereto. Terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

**WITNESSETH:**

**WHEREAS**, the parties hereto desire to amend the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Amendment of the Agreement.

(a) The term "Maximum Amount" shall be amended and as of and after the date hereof shall be defined as "\$3,675,000".

(b) Clause (viii) of Section 7(g) shall be amended and as of and after the date hereof shall be replaced by: "(viii) the Company shall reimburse Noble for the reasonable and documented out-of-pocket fees and expenses of Noble, including the fees of their counsel, in an amount not to exceed \$60,000."

(c) Schedule 3 of the Agreement shall be amended and as of and after the date hereof shall be replaced in its entirety by Schedule 3, attached hereto.

(d) The Company represents and warrants to Noble that each of the representations and warranties of the Company in the Agreement (as amended hereby) is true and correct as of the date hereof.

(e) Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its terms, and such terms (as so amended) shall apply to any offers and sales of Shares by the Company on or after the date hereof pursuant thereto.

SECTION 2. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

SECTION 3. Law; Construction. **THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS.**

SECTION 4. Entire Agreement. This Amendment No. 1 and the Agreement as further amended hereby constitute the entire agreement and understanding between the parties hereto and supersede any and all prior agreements and understandings relating to the subject matter hereof. Except as further amended hereby, all of the terms of the Agreement shall remain in full force and effect and are hereby confirmed in all respects.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

PYXIS TANKERS INC.

By: /s/ Henry Williams  
Henry Williams  
Chief Financial Officer

NOBLE CAPITAL MARKETS

By: /s/ Richard Giles  
Richard Giles  
Managing Director

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### **SCHEDULE 3**

#### **Compensation**

The Company shall pay Noble in cash, upon each sale of Placement Shares pursuant to this Agreement, an amount equal to 2.75% of the gross proceeds from each sale of Placement Shares, other than Placement Shares sold pursuant to privately negotiated transactions pursuant to the fourth sentence of Section 3(a) of the Agreement, in which case such amount shall be agreed by the parties at the time of such privately negotiated transaction.

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**SEWARD & KISSEL LLP**  
ONE BATTERY PARK PLAZA  
NEW YORK, NEW YORK 10004

WRITER'S DIRECT DIAL

TELEPHONE: (212) 574-1200  
FACSIMILE: (212) 480-8421  
WWW.SEWKIS.COM

901 K STREET, NW  
WASHINGTON, D.C. 20001  
TELEPHONE: (202) 737-8833  
FACSIMILE: (202) 737-5184

November 19, 2018

Pyxis Tankers Inc.  
59 K. Karamanli Street  
Maroussi 15125 Greece

**Re: Pyxis Tankers Inc.**

Ladies and Gentlemen:

We have acted as Marshall Islands counsel to Pyxis Tankers Inc., a Marshall Islands corporation (the "Company"), in connection with the Company's public offering and sale (the "Offering"), from time to time, of shares of its common stock, par value \$0.001 per share, having an aggregate offering price of up to \$3,675,000 (the "Shares"), pursuant to that certain equity distribution agreement, dated March 30, 2018, as amended by Amendment No.1, dated November 19, 2018 between the Company and Noble Capital Markets, Inc. (the "Equity Distribution Agreement"), and registered pursuant to the registration statement (the "Registration Statement") on Form F-3 (No. 333-222848), deemed effective by the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act") on February 12, 2018, including the prospectus dated February 13, 2018 therein (the "Base Prospectus"), and the prospectus supplement dated March 30, 2018 related to the Offering and filed with the Commission pursuant to Rule 424(b) under the Act (the "Prospectus Supplement," and together with the Base Prospectus, the "Prospectus").

In rendering this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of: (i) the Company's Articles of Incorporation, as in effect on November 19, 2018 (the "Articles"); (ii) the Company's Bylaws, as in effect on November 19, 2018, (iii) the resolutions of the Company's board of directors approving the Offering and related transactions and agreements; (iv) the Equity Distribution Agreement; (v) the Registration Statement; (vi) the Prospectus; and (vii) such corporate documents and records of the Company and such other instruments, certificates and documents as we have deemed necessary or appropriate as a basis for the opinions hereinafter expressed. In such examinations, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies or drafts of documents to be executed, the genuineness of all signatures and the legal competence or capacity of persons or entities to complete the execution of documents. As to various questions of fact that are material to the opinions hereinafter expressed, we have relied upon statements or certificates of public officials, directors and officers of the Company and others.

We have further assumed for the purposes of this opinion, without investigation, that (i) all documents contemplated by the Prospectus to be executed in connection with the Offering have been duly authorized, executed and delivered by each of the parties thereto other than the Company, (ii) the terms of the Offering will comply in all respects with the terms, conditions and restrictions set forth in the Prospectus and all of the instruments, agreements and other documents relating thereto or executed in connection therewith, and (iii) the total number of issued Shares will not exceed the total number of authorized shares of common stock of the Company under the Articles, as amended and then in effect.

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In connection with our opinion expressed below, we have assumed that, at or prior to the time of the delivery of any of the Shares, there will not have occurred any change in the law or the facts affecting the validity of the Shares.

Based upon and subject to the foregoing, and having regard to such other legal considerations which we deem relevant, we are of the opinion that the Shares, when issued, sold and paid for as contemplated in the Prospectus and Equity Distribution Agreement, will be validly issued, fully paid and non-assessable.

This opinion is limited to the laws of the Republic of the Marshall Islands as in effect on the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Company's Form 6-K being furnished to the Commission on or about the date hereof and incorporated by reference into the Registration Statement and to the reference to us under the heading "Legal Matters" in the Prospectus, without admitting we are "experts" within the meaning of the Act or the rules and regulations of the Commission promulgated thereunder with respect to any part of the Registration Statement or Prospectus.

Very truly yours,

*/s/ Seward & Kissel LLP*

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