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

FORM 6-K

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

For the month of: January 2018

Commission File Number: 1-37611

Pyxis Tankers Inc.

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

(Address of registrant's principal executive offices)

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): ___

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): ___

This Report of Foreign Private Issuer on Form 6-K is hereby incorporated by reference into the Registration Statement on Form F-3 (File No. 333-222160) filed with the U.S. Securities and Exchange Commission on December 19, 2017.

Third Amendment to Promissory Note

On December 29, 2017, Pyxis Tankers Inc. (the “Company”) entered into a third amendment to the promissory note (the “Note”) it issued in favor of Maritime Investors Corp. (“MIC”) on October 28, 2015 (the “Third Amendment”). The Third Amendment (i) increases the outstanding principal balance of the Note from \$2,500,000 to \$5,000,000; (ii) extends the maturity date to June 15, 2019; (iii) increases the fixed interest rate to 4% per annum payable quarterly in arrears; and (iv) makes such interest payable only in cash.

In exchange for entering into the Third Amendment, the Company reduced the outstanding balance due to Pyxis Maritime Corp., an affiliate of MIC, by \$2,500,000.

The foregoing description of the material terms of the Third Amendment is qualified in its entirety by reference to the full text of the Third Amendment, which is filed as Exhibit 10.1 to this Report of Foreign Private Issuer on Form 6-K and incorporated herein by reference.

Resignation of Robert Ladd from Board of Directors

As a result of the execution of the Company’s previously disclosed private placement with certain accredited investors in December 2017, the Company received a letter of resignation from Robert Ladd from the Board of Directors of the Company (the “Board”) on January 2, 2018 pursuant to the terms of the Agreement and Plan of Merger dated as of April 23, 2015, as amended, by and among Maritime Technologies Corp., LookSmart Ltd., LookSmart Group, Inc. and the Company. The Board does not currently intend to fill the vacant seat.

Exhibit Index

<u>Exhibit Number</u>	<u>Document</u>
10.1	<u>Third Amendment, dated as of December 29, 2017, to the Promissory Note in favor of Maritime Investors Corp. issued by Pyxis Tankers Inc. as of October 28, 2015</u>

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: January 2, 2018

AMENDED AND RESTATED PROMISSORY NOTE

\$5,000,000.00

As of December 29, 2017
Maroussi, Greece

Whereas, PYXIS TANKERS INC., a Marshall Islands corporation (“Maker”), issued a promissory note as of April 23, 2016 (the “Original Note”) in the principal sum of \$625,000.00 to the order of MARITIME INVESTORS CORP., a Marshall Islands corporation (“Payee”), and Maker and Payee replaced the Original Note with a promissory note made as of October 28, 2015 (the “2015 Note”);

Whereas, pursuant to the Agreement and Plan of Merger by and among Maker, Maritime Technologies Corp., LookSmart Ltd. and LookSmart Group, Inc., dated April 23, 2015, as amended on September 22, 2015, Payee elected to receive the 2015 Note in lieu of \$1,875,000 in the form of Maker’s shares and the 2015 Note then with a principal balance of \$2,500,000 combined with and replaced the Original Note;

Whereas, the 2015 Note was further amended on each of August 9, 2016 and March 7, 2017 to extend the repayment date set forth therein; and

Whereas, Payee has agreed to amend the 2015 Note and increase the principal amount owing to it thereunder by an additional \$2,500,000 in lieu of an equal amount owing by Maker to Payee’s affiliate and the parties desire to hereby further amend and restate the 2015 Note to reflect that the interest payable thereunder shall no longer be payable in common stock of Maker and other agreed-upon amendments (as herein amended and restated, this “Note”).

FOR VALUE RECEIVED, Maker hereby promises to pay to the order of Payee the principal sum of Five Million Dollars and No Cents (\$5,000,000.00) in lawful money of the United States of America, together with interest on the unpaid principal balance of this Note, on the terms and conditions described below.

1. Principal. The principal balance of this Note shall be repayable on June 15, 2019.
2. Interest. Interest shall accrue on any unpaid principal at a rate of 4.0% per annum on a daily basis from the date hereof until paid in full or converted as provided in this Note. Interest shall be calculated on the basis of a 365-day year and payable quarterly in arrears in cash.
3. Prepayment; Application of Payments. Maker may prepay all or apportion of the outstanding amounts due under this Note at any time. All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorneys’ fees, then to the payment in full of any late charges and accrued and unpaid interest and finally to the reduction of the unpaid principal balance of this Note.
4. Events of Default. The following shall constitute Events of Default:

(a) Failure to Make Required Payments. Failure by Maker to make, on or before the due date (at maturity, by acceleration or otherwise), in the manner required, any payment of principal, interest or any other sums due under this Note within five (5) business days following the date when due.

(b) Voluntary Bankruptcy, Etc. The commencement by Maker of a voluntary case under the Federal Bankruptcy Code, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.

(c) Involuntary Bankruptcy, Etc. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Maker or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. Remedies.

(a) Upon the occurrence of an Event of Default specified in Section 4(a), Payee may, by written notice to Maker, declare this Note to be due and payable, whereupon the principal amount of this Note, together with all interest accrued thereon pursuant to the terms of this Note and all other amounts payable thereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding.

(b) Upon the occurrence of an Event of Default specified in Sections 4(b) and 4(c), the unpaid principal balance of, together with all interest accrued thereon pursuant to the terms of this Note and all other sums payable with regard to, this Note shall automatically and immediately become due and payable, in all cases without any action on the part of Payee.

6. Waivers. Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

7. Unconditional Liability. Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agree that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

8. Notices. Any notice called for hereunder shall be deemed properly given if (i) sent by certified mail, return receipt requested, (ii) personally delivered, (iii) dispatched by any form of private or governmental express mail or delivery service providing receipted delivery, (iv) sent by telefacsimile or (v) sent by e-mail, to the following addresses or to such other address as either party may designate by notice in accordance with this Section:

If to Maker:

Pyxis Tankers Inc.
c/o PYXIS MARITIME CORP.
K. Karamanli 59
Maroussi 15125, Greece
Attn.: Chief Financial Officer

If to Payee:

MARITIME INVESTORS CORP.
K. Karamanli 59
Maroussi 15125, Greece
Attn.: President

Notice shall be deemed given on the earlier of (i) actual receipt by the receiving party, (ii) the date shown on a facsimile transmission confirmation, (iii) the date on which an e-mail transmission was received by the receiving party's on-line access provider (iv) the date reflected on a signed delivery receipt, or (vi) two (2) business days following tender of delivery or dispatch by express mail or delivery service.

9. Successors and Assigns. This Note applies to, inures to the benefit of, and binds the successors of the parties hereto. This Note may be assigned or otherwise transferred by Payee from time to time in compliance with applicable securities laws without the consent of Maker and in the event of any such assignment or transfer, the obligations of Maker hereunder shall inure to the benefit of all such assigns and successors. In the event Payee assigns or otherwise transfers all or any part of this Note, Maker shall, upon the request of Payee issue new Notes to effectuate such assignment or transfer. Except as provided herein, neither Payee nor Maker may assign or delegate its obligations hereunder without the prior written consent of the other party, and any purported assignment without such consent shall be void and of no effect.

10. Construction; Consent to Jurisdiction. This Note shall be governed by, and construed in accordance with, the laws of the State of New York. MAKER HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION, VENUE AND FORUM OF ANY STATE OR FEDERAL COURT IN THE CITY OF NEW YORK, STATE OF NEW YORK WITH RESPECT TO ANY ACTION, WHETHER COMMENCED BY PAYEE OF THIS NOTE OR ANY OTHER PERSON, TO THE EXTENT THE SAME ARISES UNDER OR RELATES TO THIS NOTE.

11. Interpretation; Time. Maker and Payee agree that, in interpreting this Note, there shall be no inferences drawn against the drafting party. Time is of the essence with respect to each and every provision of this Note.

12. Severability. Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(*Signature begins on next page*)

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by its Chief Financial Officer the day and year first above written.

MAKER:

PYXIS TANKERS INC.

By: /s/ Henry Williams

Name: Henry Williams

Title: Chief Financial Officer

Hereby acknowledged and agreed:

PAYEE:

MARITIME INVESTORS CORP.

By: /s/ Valentios Valentis

Name: Valentios Valentis

Title: President

