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ATWOOD OCEANICS INC  
Form 8-K  
November 13, 2003

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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D. C. 20549  
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Form 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15 (d)  
OF THE SECURITIES EXCHANGE ACT OF 1934

DATE OF EARLIEST EVENT REPORTED: November 13, 2003

ATWOOD OCEANICS, INC.  
(Exact name of registrant as specified in its charter)

COMMISSION FILE NUMBER 1-13167

TEXAS  
(State or other jurisdiction of  
incorporation or organization)

74-1611874  
(I.R.S. Employer Identification No.)

15835 Park Ten Place Drive  
Houston, Texas  
(Address of principal executive offices)

77084  
(Zip Code)

Registrant's telephone number, including area code:  
281-749-7800

N/A

- (Former name or former address, if changed since last report.)

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ITEM 5. OTHER EVENTS

On November 13, 2003, the Company announced that it had executed a third amendment to its \$250 million Senior Secured Credit Facility with a Bank Group. This amendment redefines the calculation of the covenant requirement of the ratio of debt to earnings before interest, income taxes and depreciation and increases the allowed ratio limits for the quarters ending December 31, 2003, March 31, 2004 and June 30, 2003. A copy of the press release announcing the execution of this Third Amendment is attached hereto as Exhibit 99.1. The Third Amendment dated November 12, 2003 is also attached hereto as Exhibit 99.2.

ITEM 7. EXHIBITS

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EXHIBIT 99.1 PRESS RELEASE DATED NOVEMBER 13, 2003

EXHIBIT 99.2 THIRD AMENDMENT DATED NOVEMBER 12, 2003

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.

ATWOOD OCEANICS, INC.  
(Registrant)

/s/ James M. Holland  
James M. Holland  
Senior Vice President

DATE: November 13, 2003

EXHIBIT INDEX

| EXHIBIT NO.<br>----- | DESCRIPTION<br>-----                    |
|----------------------|---|
| 99.1                 | Press Release dated November 13, 2003   |
| 99.2                 | Third Amendment dated November 12, 2003 |

EXHIBIT 99.1

Houston, Texas  
13 November 2003

FOR IMMEDIATE RELEASE

Atwood Oceanics, Inc., (Houston-based International Drilling Contractor, NYSE: "ATW"), announced today that it has executed a third amendment to its \$250 million Senior Secured Credit Facility. This amendment redefines the calculation of the covenant requirement of the ratio of debt to earnings before interest, income taxes and depreciation and increases the allowed ratio limits for the

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quarters ending December, 31, 2003, March 31, 2004 and June 30, 2004. The current redefined allowed ratio limits of debt to earnings, before interest, income taxes and depreciation is 5.75 at September 30, 2003, 6.25 at December 31, 2003, 5.50 at March 31, 2004 and June 30, 2004, 4.00 at September 30, 2004 and 3.00 thereafter. The Company is currently in compliance with all financial covenants.

Contact: Jim Holland  
(281) 749-7804

EXHIBIT 99.2

THIRD AMENDMENT

THIRD AMENDMENT (this "Amendment"), dated as of November 12, 2003, among ATWOOD OCEANICS, INC., a Texas corporation (the "Parent"), ATWOOD OCEANICS PACIFIC LIMITED, a company organized under the laws of the Cayman Islands and a Wholly-Owned Subsidiary of the Parent (the "Borrower"), the Lenders party to the Credit Agreement (as defined herein), and NORDEA BANK FINLAND PLC, NEW YORK BRANCH, a national banking association organized under the laws of the Republic of Finland, as Administrative Agent (in such capacity, the "Administrative Agent"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

W I T N E S S E T H :

WHEREAS, the Parent, the Borrower, the Lenders and the Administrative Agent are parties to a Credit Agreement, dated as of April 1, 2003 (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, the Borrower has requested the Lenders to amend, and the Lenders have agreed to amend, certain provisions of the Credit Agreement on the terms and conditions set forth herein; and

WHEREAS, the parties hereto wish to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, it is agreed:

1. The Lenders hereby waive any Default or Event of Default that may have arisen as a result of the Parent's failure to comply with Section 9.07 of the Credit Agreement during the period from the fiscal quarter of the Parent ended September 30, 2003 to the Third Amendment Effective Date (as defined below) (as such Section 9.07 was in effect immediately prior to the effectiveness of this Amendment).

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2. The table appearing in Section 9.07 of the Credit Agreement is hereby deleted in its entirety and the following new table inserted in lieu thereof:

| "Relevant Period"<br>-----  | Ratio<br>----- |
|---|----------------|
| From the Initial Borrowing Date through and including December 30, 2003 | 5.75:1.00      |
| From December 31, 2003 through and including March 30, 2004             | 6.25:1.00      |
| From March 31, 2004 through and including September 29, 2004            | 5.50:1.00      |
| From September 30, 2004 through and including December 30, 2004         | 4.00:1.00      |
| Thereafter  | 3.00:1.00".    |

3. The definition of "Acquired Entity or Business" appearing in Section 11.01 of the Credit Agreement is hereby amended by inserting the following text at the end of said definition:

"Notwithstanding anything to the contrary contained in the immediately preceding sentence, the acquisition and/or delivery of the ATWOOD BEACON shall not constitute an Acquired Entity or Business."

4. The table appearing in the definition of "Applicable Margin" appearing in Section 11.01 of the Credit Agreement is hereby deleted in its entirety and the following new table is inserted in lieu thereof:

| "Level"<br>----- | Leverage Ratio<br>-----  | Percentage<br>----- |
|------------------|--|---------------------|
| 6                | Greater than 5.00:1.00   | 2.875%              |
| 5                | Greater than 4.00:1.00 but<br>less than or equal to<br>5.00:1.00 | 2.625%              |
| 4                | Greater than 3.00:1.00 but<br>less than or equal to<br>4.00:1.00 | 2.25%               |
| 3                | Greater than 2.00:1.00 but<br>less than or equal to<br>3.00:1.00 | 2.00%               |
| 2                | Greater than 1.00:1.00 but<br>less than or equal to<br>2.00:1.00 | 1.75%               |
| 1                | Less than or equal to<br>1.00:1.00                               | 1.50%".             |

5. The definition of "Consolidated EBITDA" appearing in Section 11.01 of the Credit Agreement is hereby amended by (i) inserting the text "(x)" immediately following the text "understood that" appearing in said definition and (ii) inserting the following text immediately preceding the period appearing at the end of said definition:

"and (y) in determining compliance with Section 9.07 only, and in any

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event, not for purposes of calculating the Applicable Margin, Consolidated EBITDA shall be calculated by adding thereto the amount, (i) for the Test Period ending on September 30, 2003, \$7,837,890, (ii) for the Test Period ending on December 30, 2003, \$5,473,674, (iii) for the Test Period ending on March 31, 2004, \$3,160,854 and (iv) for the Test Period ending on June 30, 2004, \$796,638".

6. The definition of "Consolidated Indebtedness" appearing in Section 11.01 of the Credit Agreement is hereby amended by inserting the following text immediately preceding the period appearing at the end of said definition thereof:

"; it being understood that in determining compliance with Section 9.07 only, and in any event, not for purposes of calculating the Applicable Margin, at the date of such determination of Consolidated Indebtedness, the amount of cash and Cash Equivalents held by the Parent and its Subsidiaries at such time and which would appear on a consolidated balance sheet of the Parent and its Subsidiaries as part of the consolidated assets of the Parent and its Subsidiaries shall be deducted from the calculation of Consolidated Indebtedness".

7. In order to induce the Lenders to enter into this Amendment, the Parent and the Borrower hereby represent and warrant that (i) the representations and warranties contained in Section 7 of the Credit Agreement are true and correct in all material respects on and as of the Third Amendment Effective Date, both before and after giving effect to this Amendment (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date), and (ii) there exists no Default or Event of Default on the Third Amendment Effective Date, after giving effect to this Amendment.

8. This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Credit Document.

9. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of counterparts shall be lodged with the Borrower and the Administrative Agent.

10. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

11. This Amendment shall become effective (the "Third Amendment Effective Date") on the date when (i) the Parent, the Borrower and the Required Lenders shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile transmission) the same to the Administrative Agent at the Notice Office and (ii) the Borrower shall have paid to the Administrative Agent for the account of each Lender that has executed a counterpart hereof and delivered same to the Administrative Agent at the Notice Office on or prior to 5:00 P.M. (New York time) on November 12, 2003, an amendment fee equal to 0.15% of the sum of (I) such Lender's outstanding Term Loans and (II) such Lender's Revolving Loan Commitment, in each case as in effect on the Third Amendment Effective Date.

12. From and after the Third Amendment Effective Date, all references in the Credit Agreement and each of the Credit Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement as amended, modified or supplemented hereby.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

Address:

15835 Park Ten Place Drive  
Houston, Texas 77084  
Attention: James M. Holland  
Tel.No.:(281) 749-7800  
Fax No.:(281) 492-0345

ATWOOD OCEANICS, INC.,  
as Parent and Guarantor

By: /s/ James M. Holland  
Name: James M. Holland  
Title: Senior Vice President

332A-11C, 11th Floor  
Plaza Ampang City  
50450 Kuala Lumpur Malaysia  
Attention: Michael A. Cardenas  
Tel.No.:011 60 34256 9590  
Fax No.:011 60 34256 8653

ATWOOD OCEANICS PACIFIC LIMITED,  
as Borrower

By: /s/ Michael A. Cardenas  
Name: Michael A. Cardenas  
Title: Director

NORDEA BANK NORGE ASA,  
GR. CAYMAN BRANCH, Individually and as Issuing Lender

By: /s/ Martin Lunder  
Name: Martin Lunder  
Title: Senior Vice President

By: /s/ Alison M. Bas  
Name: Alison M. Bas  
Title: Vice President

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CREDIT AGRICOLE INDOSUEZ

By: /s/ Alain F. Pitner  
Name: Alain F. Pitner  
Title: Vice President

By: /s/ Guy-Olivier Bygodt  
Name: Guy-Olivier Bygodt  
Title: Vice President

FORTIS CAPITAL CORP.

By:  
Name:  
Title:

HSH NORDBANK AG

By: /s/ Stefan Noll  
Name: Stefan Noll  
Title: Vice President

By: /s/ Stefanie Radtke  
Name: Stefanie Radtke  
Title: Vice President

DVB BANK AG

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By: /s/ Gorm Eikemo  
Name: Gorm Eikemo  
Title: AVP

By: /s/ Richard Jansen  
Name: Richard Jansen  
Title: AVP

SKANDINAVISKA ENSKILDA BANKEN AB (publ)

By: /s/ Per K. Frolich  
Name: Per K. Frolich  
Title:

By: /s/Erling Amundsen  
Name: Erling Amundsen  
Title:

VEREINS- UND WESTBANK AG

By: /s/ Birgit Marquart  
Name: Birgit Marquart  
Title: Senior Vice President

By: /s/ Florian Mahiny  
Name: Florian Mahiny  
Title: Assistant Manager

WHITNEY NATIONAL BANK

By: /s/ Eric Bronson Goebel  
Name: Eric Bronson Goebel  
Title: Assistant Vice President

NATEXIS BANQUES POPULAIRES



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By: /s/ Timothy Palvado  
Name: Timothy Palvado  
Title: Vice President / Manger

By: /s/ Louis P. Laville, III  
Name: Louis P. Laville, III

Title: Vice President / Manager