

Superior Offshore International Inc.

Form 8-K

November 15, 2007

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 8-K
CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): November 14, 2007
SUPERIOR OFFSHORE INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)**

Delaware
(State or other jurisdiction
of incorporation)

1-33412
(Commission
File Number)

72-1264943
(I.R.S. Employer
Identification No.)

**717 Texas Avenue, Suite 3150
Houston, Texas 77002**

(Address of principal executive offices, including zip code)

(713) 910-1875

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

The information included in Item 2.03 below is incorporated by reference into this Item 1.01.

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

On November 14, 2007, Superior Offshore International, Inc. (the Company) entered into a Waiver and Fourth Amendment (the Amendment) to its senior secured credit facility (the Credit Facility) with JPMorgan Chase Bank, N.A. (the Administrative Agent). Among other things, the Amendment requires the Company to maintain a ratio of EBITDA minus the unfinanced portion of capital expenditures to fixed charges (the Fixed Charge Coverage Ratio), determined for any period of four consecutive fiscal quarters, of at least 1.2 to 1.0 as of the end of each fiscal quarter, provided that the Fixed Charge Coverage Ratio for the fiscal quarter ending on (1) December 2007, the calculation of the Fixed Charge Coverage Ratio will be for the fiscal quarter beginning October 1, 2007, (2) March 2008, the calculation of the Fixed Charge Coverage Ratio will be for the two immediately preceding fiscal quarters ending as of March 2008 and (3) June 2008, the calculation of the Fixed Charge Coverage Ratio will be for the three immediately preceding fiscal quarters ending as of June 2008. The Amendment also allows the Company to maintain a ratio of consolidated total debt (as defined in the agreement governing the Credit Facility (the Credit Agreement)) to consolidated EBITDA (as defined in the Credit Agreement) (the Consolidated Leverage Ratio) as of the last day of any period of four consecutive fiscal quarters of at least 2.75 to 1.0, provided that the Consolidated Leverage Ratio as of the last day of the four consecutive fiscal quarters ending on March 31, 2008 may not exceed 3.0 to 1.0. Finally, the Amendment permits the Company to make up to \$75,000,000 of capital expenditures during fiscal 2007 and \$40,000,000 of capital expenditures during each fiscal year thereafter, excluding permitted capital expenditures related to the *Superior Achiever* and related equipment to the extent financed or refinanced with certain term debt.

The foregoing description of the Amendment to the Credit Facility is a summary of the terms of the Amendment and is qualified by reference to the text of the Amendment and the Credit Agreement, which are filed as exhibits to this report and are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(c) The following exhibits are filed herewith:

- 10.1 Credit Agreement dated as of February 27, 2007 among the Company, as Borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.12 to the Company's Registration Statement on Form S-1 (Registration No. 333-136567)).
- 10.2 Waiver and Fourth Amendment to Credit Agreement dated as of November 14, 2007 among the Company and JPMorgan Chase Bank, N.A., for itself, as Lender and as Administrative Agent for the Lenders.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SUPERIOR OFFSHORE
INTERNATIONAL, INC.

Dated: November 15, 2007

By: /s/ Roger D. Burks
Roger D. Burks
Executive Vice President,
Chief Financial and Administrative
Officer

EXHIBIT INDEX

Exhibit Number	Description
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Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
MULVA JAMES J 600 NORTH DAIRY ASHFORD HOUSTON, TX 77079	X		President and CEO	

Signatures

Michael A. Gist, Attorney-in-Fact (Power of Attorney filed with the Commission on 03/01/2004) 12/02/2004

__Signature of Reporting Person Date

Explanation of Responses:

- * If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) The shares of phantom stock convert to ConocoPhillips common stock on a 1-for-1 basis.
The shares of phantom stock were acquired under a Defined Contribution Makeup Plan providing for settlement upon termination of
- (2) employment, subject to possible deferred payment in certain circumstances. The reporting of this transaction is not an acknowledgment that it is not an exempt transaction under an Excess Benefit Plan pursuant to Rule 16b-3(c).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.