

PACIFIC DRILLING S.A.

FORM 6-K (Report of Foreign Issuer)

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**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**

Date of Report: July 31, 2014

Commission File Number 001-35345

PACIFIC DRILLING S.A.

**8-10, Avenue de la Gare
L-1610 Luxembourg
(Address of 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):

Yes No

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):

Yes No

Indicate by check mark whether the registrant by furnishing the information contained in this Form, is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b):

INFORMATION CONTAINED IN THIS FORM 6-K REPORT

On July 30, 2014, Pacific Drilling S.A. (the “Company”) entered into a Third Amendment to Credit Agreement (“RCF Amendment No. 3”), which amended the Revolving Credit Facility dated as of June 3, 2013, among the Company, Citibank, N.A. (as agent) and the other parties thereto, as amended by the First Amendment to Credit Agreement dated as of October 30, 2013 and as further amended by the Second Amendment and Limited Waiver to Credit Agreement dated as of March 28, 2014. RCF Amendment No. 3 included an increase in the aggregate amount of loans permitted at any time to be outstanding under the Credit Agreement from \$200,000,000 to \$300,000,000.

The description of RCF Amendment No. 3 contained in this Form 6-K does not purport to be complete and is qualified in its entirety by reference to the full text of such amendment, which is filed herewith as Exhibit 99.1 and incorporated herein by reference.

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.

Pacific Drilling S.A.
(Registrant)

Dated: July 31, 2014

By \s\ Kinga E. Doris
Kinga E. Doris
Vice President, General Counsel and Secretary

EXHIBIT INDEX

The following exhibit is filed as part of this Form 6-K:

<u>Exhibit</u>	<u>Description</u>
99.1	Amendment No. 3 to Credit Agreement

THIRD AMENDMENT TO CREDIT AGREEMENT

THIRD AMENDMENT TO CREDIT AGREEMENT (this “Third Amendment”), dated as of July 30, 2014, by and among PACIFIC DRILLING S.A., a Luxembourg corporation under the form of a *société anonyme* (the “Borrower”), the lenders party hereto (each, a “Lender” and, collectively, the “Lenders”), the Issuing Lenders party hereto, and CITIBANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, the Borrower, the Lenders from time to time party thereto, and the Administrative Agent are parties to a Credit Agreement, dated as of June 3, 2013, as amended by the First Amendment to Credit Agreement, dated as of October 30, 2013, and as further amended by the Second Amendment and Limited Waiver to Credit Agreement, dated as of March 28, 2014 (as amended, restated, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, the Borrower seeks to utilize a portion of the Commitments previously available solely for Letters of Credit for Loans under the Credit Agreement;

WHEREAS, subject to the terms and conditions of this Third Amendment, the parties hereto wish to amend certain provisions of the Credit Agreement as herein provided;

NOW, THEREFORE, it is agreed:

I. AMENDMENTS TO CREDIT AGREEMENT.

1. Section 2.01 is hereby amended by replacing the reference to “\$200,000,000” in clause (v) thereof with “\$300,000,000”.
2. Section 5.02(b) is hereby amended by replacing the reference to “\$200,000,000” in clause (I) thereof with “\$300,000,000”.

II. MISCELLANEOUS PROVISIONS.

1. In order to induce the Lenders to enter into this Third Amendment, the Borrower hereby represents and warrants that (i) no Default or Event of Default exists as of the Third Amendment Effective Date (as defined herein) before or after giving effect to this Third Amendment and (ii) all of the representations and warranties contained in the Credit Agreement and in each of the other Credit Documents are true and correct in all material respects on the Third Amendment Effective Date both before and after giving effect to this Third Amendment, with the same effect as though such representations and warranties had been made on and as of the Third Amendment Effective Date, except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty shall be true and correct in all respects on and as of such date (it being understood that any representation or warranty that by its terms is made as of a specific date shall be true and correct in all material respects as of such specific date, except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty shall be true and correct, only as of such specified date).

2. This Third Amendment is limited precisely as written and shall not be deemed to (i) be a waiver of or a consent to the modification of or deviation from any other term or condition of the Credit Agreement or the other Credit Documents or any of the other instruments or agreements referred to therein, or (ii) prejudice any right or rights which any of the Lenders or the Administrative Agent now have or may have in the future under or in connection with the Credit Agreement, as amended hereby, the other Credit Documents or any of the other instruments or agreements referred to therein. The Borrower confirms and agrees that the Credit Agreement and each of the other Credit Documents to which it is a party is and shall continue to be in full force and effect and is ratified and confirmed in all respects, except that, on and after the Third Amendment Effective Date each reference in the Credit Agreement and the other Credit Documents to “the Credit Agreement,” “thereunder,” “thereof,” “therein” or any other expression of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Third Amendment. The Administrative Agent, the Pari Passu Collateral Agent, the Issuing Lenders and the Lenders expressly reserve all their rights and remedies except as expressly set forth in this Third Amendment.

3. This Third 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. Delivery of an executed counterpart of a signature page to this Third Amendment by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.

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

5. Each of the parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York and of any New York State court sitting in New York County, Borough of Manhattan, and any appellate court from any such federal or state court, for purposes of all suits, actions or legal proceedings arising out of or relating to this Third Amendment and the Credit Agreement or the transactions contemplated hereby or thereby. Each of the parties hereto irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. EACH OF THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS THIRD AMENDMENT, THE CREDIT AGREEMENT OR THE ACTIONS OF THE ADMINISTRATIVE AGENT OR ANY LENDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

6. This Third Amendment shall become effective on the date (the “Third Amendment Effective Date”) when (i) 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 or other electronic transmission) the same to the Administrative Agent, (ii) each Subsidiary Guarantor shall have signed a counterpart of the acknowledgment attached to this Third Amendment (whether the same or different counterparts) and shall have delivered (including by way of facsimile or other electronic transmission) the same to the Administrative Agent and (iii) the Borrower shall have paid to the Administrative Agent all reasonable out-of-pocket costs and expenses in connection with the Third Amendment (including, without limitation, the reasonable fees and expenses of Baker Botts L.L.P.).

7. This Third Amendment is a Credit Document for the purposes of the Credit Agreement and the other Credit Documents. From and after the Third Amendment Effective Date, all references in the Credit Agreement and each of the other Credit Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement, as amended hereby.

* * *

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

PACIFIC DRILLING S.A.

By: /s/ Paul Reese

Name: Paul Reese

Title: Chief Financial Officer

Signature page to Third Amendment to Credit Agreement

Each of the undersigned, as Subsidiary Guarantors under the U.S. Subsidiary Guaranty dated as of June 3, 2013 (as amended, restated, supplemented or otherwise modified, the "Guaranty"), and as debtors, mortgagors, and/or grantors under the Security Documents, hereby (a) consents to this Third Amendment, and (b) confirms and agrees that the Guaranty and each of the Security Documents to which it is a party is and shall continue to be in full force and effect and is ratified and confirmed in all respects, except that, on and after the Third Amendment Effective Date each reference in the Guaranty and the other Security Documents to "the Credit Agreement," "thereunder," "thereof," "therein" or any other expression of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Third Amendment.

PACIFIC BORA LTD.

By: /s/ Johannes Boots
Name: Johannes Boots
Title: Treasurer

PACIFIC MISTRAL LTD.

By: /s/ Johannes Boots
Name: Johannes Boots
Title: Treasurer

PACIFIC SCIROCCO LTD.

By: /s/ Johannes Boots
Name: Johannes Boots
Title: Treasurer

PACIFIC SANTA ANA S.Á.R.L.

By: /s/ Johannes Boots
Name: Johannes Boots
Title: Director

PACIFIC DRILLING LIMITED

By: /s/ Johannes Boots
Name: Johannes Boots
Title: Treasurer

Signature page to Third Amendment to Credit Agreement

PACIFIC INTERNATIONAL DRILLING WEST
AFRICA LIMITED

By: /s/ Robert F. MacChesney
Name: Robert F. MacChesney
Title: Director

PACIFIC SANTA ANA (GIBRALTAR) LIMITED

By: /s/ Christian J. Beckett
Name: Christian J. Beckett
Title: Director

PACIFIC DRILLSHIP S.Á.R.L.

By: /s/ Johannes Boots
Name: Johannes Boots
Title: Director

PACIFIC DRILLING, INC.

By: /s/ Kurt Niemietz
Name: Kurt Niemietz
Title: Treasurer

Signature page to Third Amendment to Credit Agreement

SIGNATURE PAGE TO THE THIRD AMENDMENT
TO CREDIT AGREEMENT, DATED AS OF THE
DATE FIRST WRITTEN ABOVE, AMONG PACIFIC
DRILLING S.A., VARIOUS LENDERS PARTY
HERETO AND CITIBANK, N.A., AS
ADMINISTRATIVE AGENT

CITIBANK, N.A., as Administrative Agent, Issuing
Lender and Lender

By: /s/ Robert Malleck

Name: Robert Malleck

Title: Vice President

Signature page to Third Amendment to Credit Agreement

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HERETO AND CITIBANK, N.A., AS
ADMINISTRATIVE AGENT

STANDARD CHARTERED BANK, as Issuing
Lender and Lender

By: /s/ Stephen Hackett
Name: Stephen Hackett
Title: Regional Head Structured Finance

By: /s/ Hsing H. Huang
Name: Hsing H. Huang
Title: Associate Director
Standard Chartered Bank NY

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ADMINISTRATIVE AGENT

ABN AMRO Capital USA LLC

By: /s/ Urvashi Zutshi

Name: Urvashi Zutshi

Title: Managing Director

For institutions requiring a second signature block:

By: /s/ P. Veefhinol

Name: P. Veefhinol

Title: VP

Signature page to Third Amendment to Credit Agreement

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HERETO AND CITIBANK, N.A., AS
ADMINISTRATIVE AGENT

CREDIT AGRICOLE CORPORATE
& INVESTMENT BANK, as Lender

By: /s/ Jerome Duval

Name: Jerome Duval

Title: Managing Director

For institutions requiring a second signature block:

By: /s/ Eden Rahman

Name: Eden Rahman

Title: Associate

Signature page to Third Amendment to Credit Agreement

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HERETO AND CITIBANK, N.A., AS
ADMINISTRATIVE AGENT

ING CAPITAL LLC, as Lender

By: /s/ Jens Van Yperzeele
Name: Jens Van Yperzeele
Title: Director

By: /s/ Tanja van der Woude
Name: Tanja van der Woude
Title: Director

Signature page to Third Amendment to Credit Agreement

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ADMINISTRATIVE AGENT

NIBC Bank N.V.

By: /s/ Eric Snaterse

Name: Eric Snaterse

Title: Managing Director

For institutions requiring a second signature block:

By: /s/ Jeroen van der Putten

Name: Jeroen van der Putten

Title: Director

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ADMINISTRATIVE AGENT

Nordea Bank Finland Plc, London Branch

By: /s/ Martin Kahm

Name: Martin Kahm

Title: Head of Offshore & Oil Services,
London

For institutions requiring a second signature block:

By: /s/ Michael Sheppard

Name: Michael Sheppard

Title: Vice President

Signature page to Third Amendment to Credit Agreement

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ADMINISTRATIVE AGENT

Skandinaviska Enskilda Banken AB (publ.)
Oslo Branch

By: /s/ Per Olav Bucher-Johannessen
Name: Per Olav Bucher-Johannessen
Title:

For institutions requiring a second signature block:

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

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THE BANK OF NOVA SCOTIA

By: /s/ John Frazell

Name: John Frazell

Title: Director

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Goldman Sachs Bank USA

By: /s/ Michelle Latzoni

Name: Michelle Latzoni

Title: Authorized Signatory

For institutions requiring a second signature block:

By: _____

Name:

Title:

Signature page to Third Amendment to Credit Agreement

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ADMINISTRATIVE AGENT

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Dusan Lazarov

Name: Dusan Lazarov

Title: Director

For institutions requiring a second signature block:

By: /s/ Michael Winters

Name: Michael Winters

Title: Vice President

Signature page to Third Amendment to Credit Agreement

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Barclays Bank PLC

By: /s/ May Huang

Name: May Huang

Title: Assistant Vice President

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ADMINISTRATIVE AGENT

CREDIT INDUSTRIEL ET COMMERCIAL,
As Lender

By: /s/ Andrew McKuin

Name: Andrew McKuin

Title: Vice President

By: /s/ Adrienne Molloy

Name: Adrienne Molloy

Title: Vice President

Signature page to Third Amendment to Credit Agreement