
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): May 15, 2007

PEDIATRIX MEDICAL GROUP, INC.

(Exact Name of Registrant as Specified in Its Charter)

Florida
(State or Other
Jurisdiction of Incorporation)

001-12111
(Commission File
Number)

65-0271219
(IRS Employer
Identification No.)

1301 Concord Terrace
Sunrise, Florida 33323

(Address of principal executive office)

Registrant's telephone number, including area code (954) 384-0175

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.

On May 15, 2007, Pediatrix Medical Group, Inc. (the “Company”), certain of the Company’s subsidiaries and affiliates (collectively with the Company, the “Borrowers”), Bank of America, N.A. (the “Administrative Agent”), and each of the lenders signatory thereto entered into a Consent to Extension Agreement and Waiver (the “Consent”). Pursuant to Sections 6.01(b) and 6.02(b) of the Credit Agreement dated as of July 30, 2004 among the Borrowers, the Administrative Agent and each of the lenders signatory thereto as previously amended through the date hereof (the “Credit Agreement”), the Company is required to deliver to the Administrative Agent quarterly financial statements (the “Quarterly Financial Statements”) and a compliance certificate (the “Compliance Certificate”) as soon as available, but in any event within 45 days after the end of each of the first three fiscal quarters of the Company’s fiscal year. In addition, pursuant to Section 6.01(a), 6.02(a) and 6.02(b) of the Credit Agreement, the Company is required to deliver to the Administrative Agent annual financial statements (the “Annual Financial Statement”), a related certificate of its independent certified public accountants certifying such financial statements (the “Accountants’ Certificate”) and a Compliance Certificate as soon as available, but in any event within 90 days after the end of each fiscal year. The Consent provides an extension of time for the delivery of the Quarterly Financial Statements, Annual Financial Statements, Compliance Certificates and Accountants’ Certificate required for the fiscal quarters ended June 30, 2006, September 30, 2006 and March 31, 2007 and the fiscal year ended December 31, 2006, until August 14, 2007 subject to certain terms and conditions as set forth therein.

Section 6.01(c) of the Credit Agreement also requires the Company to deliver an annual budget, certified by a Company Responsible Officer (as defined in the Credit Agreement), not later than 30 days after the beginning of the fiscal year for which such budget is being delivered (the “Annual Budget”). Since the Company is unable to finalize its Annual Budget for the 2007 fiscal year prior to the conclusion of its Audit Committee’s review of the Company’s historical stock option practices, the Consent waives any Default or Event of Default (each as defined in the Credit Agreement) related to the failure to deliver such Annual Budget within the required time period, provided that the Annual Budget is delivered on or prior to August 14, 2007.

The foregoing description of the Consent does not purport to be complete and is qualified in its entirety by reference to the full text of such Consent, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference thereto.

ITEM 9.01 Financial Statements and Exhibits

(d) Exhibits.

10.1— Consent to Extension Agreement and Waiver dated May 15, 2007.

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.

PEDIATRIX MEDICAL GROUP, INC.

Date: May 15, 2007

By: /s/ Karl B. Wagner

Name: Karl B. Wagner

Title: Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Consent to Extension Agreement and Waiver dated May 15, 2007.

Execution Version**CONSENT TO EXTENSION AGREEMENT AND WAIVER**

This Consent to Extension Agreement and Waiver (this "**Agreement**") dated as of May 15, 2007 is made by and among PEDIATRIX MEDICAL GROUP, INC., a Florida corporation, and certain of its subsidiaries and affiliates (collectively, the "**Borrowers**"), BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States ("**Bank of America**"), in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "**Administrative Agent**"), and each of the Lenders signatory hereto.

WITNESSETH:

WHEREAS, the Borrowers, the Administrative Agent and the Lenders have entered into that certain Credit Agreement dated as of July 30, 2004 (as previously amended and as from time to time hereafter further amended, modified, supplemented, restated, or amended and restated, the "**Credit Agreement**"; capitalized terms used in this Agreement not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement), pursuant to which the Lenders have made available to the Borrowers a revolving credit facility, including a letter of credit facility and a swing line facility; and

WHEREAS, the Company previously advised the Administrative Agent and the Lenders that it would not deliver the financial statements for the fiscal quarters ended June 30, 2006 and September 30, 2006 within the time provided by Section 6.01(b) of the Credit Agreement, the financial statements for the fiscal year ended December 31, 2006 within the time provided by Section 6.01(a) of the Credit Agreement, the certificate of its independent certified public accountants certifying the annual financial statements for the fiscal year ended December 31, 2006 (the "**Accountants' Certificate**") within the time provided by Section 6.02(a) of the Credit Agreement, or the Compliance Certificate for each such quarter and fiscal year within the time provided by Section 6.02(b) of the Credit Agreement, and pursuant to that certain Consent to Extension Agreement dated as of March 15, 2007 (the "**Prior Extension Agreement**") the parties thereto agreed to extend such delivery requirement until May 15, 2007; and

WHEREAS, the Company has now advised the Administrative Agent and the Lenders that it will not deliver (a) the financial statements for the fiscal quarters ended June 30, 2006, September 30, 2006 and March 31, 2007 within the time provided by Section 6.01(b) of the Credit Agreement, (b) the financial statements for the fiscal year ended December 31, 2006 within the time provided by Section 6.01(a) of the Credit Agreement or the related Accountants' Certificate within the time provided by Section 6.02(a) of the Credit Agreement, or (c) the Compliance Certificates for such quarters and fiscal year within the time provided by Section 6.02(b) of the Credit Agreement, as certain of such times were previously extended by the Prior Extension Agreement, and the Company has therefore requested that the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Lenders consent to extend the time for delivering all such financial statements, Compliance Certificates and the Accountants' Certificate until

August 14, 2007, and the parties hereto are willing so to consent to the extension of each such delivery pursuant to Section 10.01 of the Credit Agreement until such time on the terms and conditions set forth in this Agreement;

WHEREAS, the Company has previously advised the Administrative Agent that it did not deliver the annual budget required by Section 6.01(c) of the Credit Agreement for the fiscal year ending December 31, 2007 (the "**2007 Budget**") within the time period provided therefor, and has previously requested that the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Lenders waive an Default or Event of Default arising from such delay in the delivery of the 2007 Budget (the "**Specified Event of Default**"), which Specified Event of Default was waived pursuant to the Prior Extension Agreement, but only so long as the 2007 Budget was delivered on or prior to May 15, 2007;

WHEREAS, the Company has requested that the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Lenders continue the waiver of the Specified Event of Default set forth in the Prior Extension Agreement so long as the 2007 Budget is delivered on or prior to August 14, 2007, and the parties hereto are willing so to continue such waiver on the terms and conditions set forth in this Agreement;

WHEREAS, the Company has notified the Administrative Agent that (a) prior to the date hereof it dissolved Pediatrix Medical Group of Delaware, Inc. (the "**Dissolved Borrower**"), a Borrower under the Credit Agreement, (b) at the time the Dissolved Borrower was so dissolved, it had no assets or operations, and (c) such dissolution of the Borrower may be interpreted to be an Event of Default as a violation of Section 7.04 of the Credit Agreement (the "**Potential Event of Default**"); and

WHEREAS, the Company has requested that the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Lenders waive the Potential Event of Default, and the parties hereto are willing so to consent to such waiver on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Consent to Extension. Subject to the terms and conditions set forth herein, the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Required Lenders consent to the extension of the time for delivery to August 14, 2007 for each of the following: (i) the financial statements for the fiscal quarters of the Company ended June 30, 2006, September 30, 2006 and March 31, 2007 pursuant to Section 6.01(b) of the Credit Agreement, (ii) the financial statements for the fiscal year of the Company ended December 31, 2006 pursuant to Section 6.01(a) of the Credit Agreement, (iii) the Compliance Certificates for each such period pursuant to Section 6.02(b) of the Credit Agreement, and (iv) the Accountants' Certificate pursuant to Section 6.02(a); provided that such consent shall only apply to an extension for the financial statements, Compliance Certificates and Accountants' Certificate specifically enumerated in subparts (i) through (iv) above, and not to any other financial statement, Compliance Certificate or similar accountants' certificate for any other period.

2. Waivers. Subject to the terms and conditions set forth herein, the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Required Lenders hereby agree:

(a) to continue the waiver of the Specified Event of Default provided in the Prior Extension Agreement; provided that (i) such waiver shall only apply to any Default or Event of Default arising directly from the failure to deliver the 2007 Budget within the time provided by Section 6.01(c) of the Credit Agreement therefor, and not to any other Default or Event of Default, and (ii) the continuation of waiver contained in this Paragraph 2, shall terminate, and the Specified Event of Default shall immediately become an Event of Default, if the Company does not deliver the 2007 Budget on or prior to August 14, 2007; and

(b) to waive the Potential Event of Default, provided that such waiver shall only apply to any Default or Event of Default arising directly from any violation of Section 7.04 of the Credit Agreement as a result of the dissolution of the Dissolved Borrower, and not to any other Default or Event of Default.

3. Effectiveness; Conditions Precedent. The effectiveness of this Agreement and the consent to extension of time and waivers provided herein are subject to the satisfaction of the following conditions precedent, after which such satisfaction the consent to extension of time herein provided shall be deemed to be effective:

(a) the Administrative Agent shall have received each of the following documents or instruments in form and substance reasonably acceptable to the Administrative Agent:

(i) an original or facsimile (promptly followed by originals) executed counterpart of this Agreement, duly executed by each Borrower, the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Required Lenders; and

(ii) such other documents, instruments, certifications, undertakings, further assurances and other matters as the Administrative Agent shall reasonably request;

(b) all fees and expenses payable to the Administrative Agent and the Lenders (including the fees and expenses of counsel to the Administrative Agent) invoiced to date shall have been paid in full.

4. Consent and Continued Enforceability. Each Borrower hereby consents, acknowledges and agrees to the consent to extension of time and the waivers set forth herein and hereby confirms and ratifies in all respects its obligations under the Credit Agreement and each other Loan Document (including without limitation the continuation of such Borrower's payment and performance obligations thereunder upon and after the effectiveness of this Agreement and the consent to extension of time contemplated hereby) and the enforceability of each such Loan Document against such Borrower in accordance with its terms.

5. Representations and Warranties. In order to induce the Administrative Agent and the Lenders to enter into this Agreement, each Borrower represents and warrants to the Administrative Agent and the Lenders as follows:

(a) Except to the extent that such representations and warranties relate to the existence, outcome or circumstances surrounding the previously disclosed review of the Company's stock option practices and any adjustments that may need to be made to its financial statements as a result thereof, the representations and warranties made by each Borrower in Article V of the Credit Agreement and in each of the other Loan Documents to which such Borrower is a party are true and correct on and as of the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, and except that for purposes of this Paragraph 5, the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement (it being understood that for purposes of this Agreement, the most recent financial statements delivered pursuant to Section 6.01(b) of the Credit Agreement are those attached to the preliminary Compliance Certificate delivered by the Company to the Administrative Agent on or prior to the date hereof for the fiscal quarter ended March 31, 2007 (the "**Preliminary Compliance Certificate**"), and the Schedule 5.05 referred to in Section 5.05 of the Credit Agreement is updated as provided on such Preliminary Compliance Certificate);

(b) Other than the matters set forth on Schedule 5.06 of the Credit Agreement and the existence or circumstances surrounding the previously disclosed review of the Company's stock option practices, since the date of the Audited Financial Statements, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect;

(c) The Persons appearing as Borrowers on the signature pages to this Agreement constitute all Persons who are required to be Borrowers pursuant to the terms of the Credit Agreement and the other Loan Documents, including without limitation all Persons who became Material Subsidiaries or were otherwise required to become Borrowers after the Closing Date, and each of such Persons has become and remains a party to the Credit Agreement as a Borrower;

(d) This Agreement has been duly authorized, executed and delivered by the Borrowers party hereto and constitutes a legal, valid and binding obligation of such parties, except as may be limited by general principles of equity or by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally; and

(e) No Default or Event of Default has occurred and is continuing.

6. Entire Agreement. This Agreement, together with all the Loan Documents (collectively, the "**Relevant Documents**"), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition,

representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other. None of the terms or conditions of this Agreement may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 10.01 of the Credit Agreement.

7. Full Force and Effect of Agreement. After giving effect to the consent herein provided, the Credit Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

9. Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed and to be performed entirely within such State, and shall be further subject to the provisions of Sections 10.14 and 10.15 of the Credit Agreement.

10. Enforceability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Borrowers, the Administrative Agent and each of the Lenders, and their respective successors, legal representatives, and assignees to the extent such assignees are permitted assignees as provided in Section 10.06 of the Credit Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

BORROWERS:

PEDIATRIX MEDICAL GROUP, INC., a Florida corporation

By: /s/ Karl B. Wagner
Name: Karl B. Wagner
Title: Chief Financial Officer

**ALASKA NEONATOLOGY ASSOCIATES, INC.
ASSOCIATES IN NEONATOLOGY, INC.
AUGUSTA NEONATOLOGY ASSOCIATES, P.C.
BNA ACQUISITION COMPANY, INC.
CENTRAL OKLAHOMA NEONATOLOGY
ASSOCIATES, INC.
CNA ACQUISITION CORP.
FLORIDA REGIONAL NEONATAL ASSOCIATES,
INC.
FOOTHILL MEDICAL GROUP, INC.
FORT WORTH NEONATAL ASSOCIATES
BILLING, INC.
GNPA ACQUISITION COMPANY, INC.
MAGELLA HEALTHCARE CORPORATION
MAGELLA HEALTHCARE GROUP, L.P.
MAGELLA MEDICAL ASSOCIATES BILLING,
INC.
MAGELLA MEDICAL ASSOCIATES MIDWEST,
P.C.
MAGELLA MEDICAL ASSOCIATES OF GEORGIA,
P.C.
MAGELLA MEDICAL GROUP, INC.
MAGELLA NEVADA, LLC**

By: /s/ Karl B. Wagner
Name: Karl B. Wagner
Title: Attorney-in-Fact

**MAGELLA TEXAS, LLC
MNPC ACQUISITION COMPANY, INC.
MNPC ACQUISITION COMPANY, INC.
MOUNTAIN STATES NEONATOLOGY, INC.
NACF ACQUISITION COMPANY, INC.
NEONATAL AND PEDIATRIC INTENSIVE CARE
MEDICAL GROUP, INC.
NEONATOLOGY ASSOCIATES BILLING, INC.
NEONATAL SPECIALISTS, LTD.
NSPA ACQUISITION COMPANY, INC.
OBSTETRIX ACQUISITION COMPANY OF
ARIZONA, INC.
OBSTETRIX ACQUISITION COMPANY OF
COLORADO, INC.
OBSTETRIX MEDICAL GROUP OF ARIZONA, P.C.
OBSTETRIX MEDICAL GROUP OF CALIFORNIA,
A PROFESSIONAL CORPORATION
OBSTETRIX MEDICAL GROUP OF COLORADO,
P.C.
OBSTETRIX MEDICAL GROUP OF KANSAS AND
MISSOURI, P.A.
OBSTETRIX MEDICAL GROUP OF PHOENIX, P.C.
OBSTETRIX MEDICAL GROUP OF TEXAS
BILLING, INC.
OBSTETRIX MEDICAL GROUP OF
WASHINGTON, INC., P.S.
OBSTETRIX MEDICAL GROUP, INC.
OZARK NEONATAL ASSOCIATES, INC.
PALM BEACH NEO ACQUISITIONS, INC.
PASCV ACQUISITION COMPANY, INC.
PEDIATRIC ACQUISITION COMPANY OF
OHIO, INC.**

By: /s/ Karl B. Wagner

Name: Karl B. Wagner

Title: Attorney-in-Fact

**PEDIATRIX ACQUISITION COMPANY
OF WASHINGTON, INC.
PEDIATRIX FLORIDA LLC
PEDIATRIX MEDICAL GROUP NEONATOLOGY
AND PEDIATRIC INTENSIVE CARE
SPECIALISTS OF NEW YORK, P.C.
PEDIATRIX MEDICAL GROUP OF ARKANSAS,
P.A.
PEDIATRIX MEDICAL GROUP OF CALIFORNIA,
A PROFESSIONAL CORPORATION
PEDIATRIX MEDICAL GROUP OF
COLORADO, P.C.
PEDIATRIX MEDICAL GROUP OF FLORIDA, INC.
PEDIATRIX MEDICAL GROUP OF GEORGIA, P.C.
PEDIATRIX MEDICAL GROUP OF ILLINOIS, P.C.
PEDIATRIX MEDICAL GROUP OF INDIANA, P.C.
PEDIATRIX MEDICAL GROUP OF KANSAS, P.A.
PEDIATRIX MEDICAL GROUP OF KENTUCKY,
P.S.C.
PEDIATRIX MEDICAL GROUP OF LOUISIANA,
L.L.C.**

By: /s/ Karl B. Wagner

Name: Karl B. Wagner

Title: Attorney-in-Fact

**PEDIATRIX MEDICAL GROUP OF MICHIGAN,
P.C.
PEDIATRIX MEDICAL GROUP OF MISSOURI, P.C.
PEDIATRIX MEDICAL GROUP OF NEW MEXICO,
P.C.
PEDIATRIX MEDICAL GROUP OF NORTH
CAROLINA, P.C.
PEDIATRIX MEDICAL GROUP OF OHIO CORP.
PEDIATRIX MEDICAL GROUP OF OKLAHOMA,
P.C.
PEDIATRIX MEDICAL GROUP OF
PENNSYLVANIA, P.C.
PEDIATRIX MEDICAL GROUP OF PUERTO
RICO, P.S.C.
PEDIATRIX MEDICAL GROUP OF
SOUTH CAROLINA, P.A.
PEDIATRIX MEDICAL GROUP OF
TENNESSEE, P.C.
PEDIATRIX MEDICAL GROUP OF
TEXAS BILLING, INC
PEDIATRIX MEDICAL GROUP OF
WASHINGTON, INC., P.S.
PEDIATRIX MEDICAL GROUP, INC.,
a Utah corporation
PEDIATRIX MEDICAL GROUP, P.A.
PEDIATRIX MEDICAL GROUP, P.C.,
a Virginia corporation
PEDIATRIX MEDICAL GROUP, P.C.,
a West Virginia corporation
PEDIATRIX MEDICAL MANAGEMENT, L.P.
PEDIATRIX MEDICAL SERVICES, INC.
PEDIATRIX OF MARYLAND, P.A.
PEDIATRIX SCREENING, INC.**

By: /s/ Karl B. Wagner

Name: Karl B. Wagner

Title: Attorney-in-Fact

**PEDIATRIX TEXAS I LLC
PEDIATRIX VIRGINIA ACQUISITION
COMPANY, INC.
PERINATAL PEDIATRICS, P.A.
PMG ACQUISITION CORP.
PMGSC, P.A.
PNA ACQUISITION CO., INC.
POKROY MEDICAL GROUP OF NEVADA, LTD.
RPNA ACQUISITION COMPANY, INC.
SCPMC ACQUISITION CO.
SNCA ACQUISITION COMPANY, INC.
ST. JOSEPH NEONATOLOGY CONSULTANTS,
INC.
TEXAS MATERNAL FETAL MEDICINE BILLING,
INC.
TEXAS NEWBORN SERVICES, INC.
TUCSON PERINATAL SERVICES, P.C.**

By: /s/ Karl B. Wagner

Name: Karl B. Wagner

Title: Attorney-in-Fact

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Kevin L. Ahart
Name: Kevin L. Ahart
Title: Assistant Vice President

LENDERS:

BANK OF AMERICA, N.A. as a Lender, L/C Issuer and
Swing Line Lender

By: /s/ Richard Hardison _____

Name: Richard Hardison

Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION

By: /s/ Joel S. Gordon

Name: Joel S. Gordon

Title: Vice President

SUNTRUST BANK

By: /s/ Helen C. Hartz

Name: Helen C. Hartz

Title: Vice President

U.S. BANK NATIONAL ASSOCIATION

By: /s/ S. Walker Choppin

Name: S. Walker Choppin

Title: Senior Vice President

WACHOVIA BANK, N.A.

By: /s/ Pantelis Klonaris

Name: Pantelis Klonaris

Title: Vice President, Associate RM

KEYBANK NATIONAL ASSOCIATION

By: /s/ J.T. Taylor

Name: J.T. Taylor

Title: Senior Vice President

UBS LOAN FINANCE LLC

By: /s/ Mary E. Evans
Name: Mary E. Evans
Title: Associate Director

By: /s/ David B. Julie
Name: David B. Julie
Title: Associate Director

THE INTERNATIONAL BANK OF MIAMI, N.A.

By: _____

Name:

Title:

MERRILL LYNCH BANK USA

By: _____

Name:

Title: