

NATUS MEDICAL INC  
Form 8-K  
September 05, 2008

**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): September 2, 2008

**Natus Medical Incorporated**

(Exact name of registrant as specified in its charter)

**000-33001**

(Commission File Number)

**Delaware**  
(State or other jurisdiction  
of Incorporation)

**1501 Industrial Road**

**77-0154833**  
(I.R.S. Employer  
Identification No.)

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San Carlos, CA 94070

(Address of principal executive offices)

650-802-0400

(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 (*see* General Instruction A.2. below):

- .. 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))

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

On September 2, 2008, the Company executed the Second Amendment (the Amendment ) to its Amended and Restated Credit Agreement with Wells Fargo Bank, National Association (Wells Fargo ). The Amendment corrects the leverage ratio in tier 1 of the applicable rate schedule and provides for Wells Fargo s consent to the Company s acquisition of NeuroCom International Inc. as a permitted investment. The credit facility contains covenants, including covenants relating to liquidity and other financial measurements, and provides for events of default, including failure to pay any interest when due, failure to perform or observe covenants, bankruptcy or insolvency events and the occurrence of a material adverse effect.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the copies of the Second Amendment to Amended and Restated Credit Agreement attached hereto as Exhibit 10.1.

**Item 9.01. Financial Statements and Exhibits**

(d) **Exhibits.** The following exhibits are filed herewith:

<b>Exhibit No.</b>	<b>Description</b>
10.1	Second Amendment to Amended and Restated Credit Agreement dated as of September 2, 2008 between Natus Medical Incorporated and Wells Fargo Bank, National Association.

**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.

**NATUS MEDICAL INCORPORATED**  
*(Registrant)*

Dated: September 4, 2008

By: /s/ Steven J. Murphy  
Vice President Finance and Chief Financial Officer

**Exhibit Index**

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