

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): August 10, 2017 (August 9, 2017)

**MOODY NATIONAL REIT II, INC.**  
(Exact Name of Registrant as Specified in Its Charter)

**Maryland**  
(State or other jurisdiction  
of incorporation)

**000-55778**  
(Commission File Number)

**47-1436295**  
(I.R.S. Employer  
Identification No.)

**6363 Woodway Drive, Suite 110**  
**Houston, Texas 77057**  
(Address of principal executive offices, including zip code)

**(713) 977-7500**  
(Registrant's telephone number, including area code)

**N/A**  
(Former name or former address, if changed since last report)

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
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

### **Item 1.01. Entry into a Material Definitive Agreement**

As previously disclosed, on November 16, 2016, Moody National REIT II, Inc. (the “Company”), Moody National Operating Partnership II, LP (“Moody II OP”), the operating partnership of the Company, Moody Merger Sub, LLC (“Merger Sub”), a wholly-owned subsidiary of the Company, Moody National Advisor II, LLC, the Company’s advisor, Moody National REIT I, Inc. (“Moody I”), Moody National Operating Partnership I, L.P. (“Moody I OP”), the operating partnership of Moody I and Moody National Advisor I, LLC, Moody I’s advisor, entered into an agreement and plan of merger (the “Merger Agreement”). Pursuant to the Merger Agreement, (i) Moody I will merge with and into Merger Sub (the “REIT Merger”) with Merger Sub surviving the REIT Merger and continuing as a wholly-owned subsidiary of the Company and (ii) Moody II OP will merge with and into Moody I OP (the “Partnership Merger”), with Moody I OP surviving the Partnership Merger as the “Surviving Partnership.”

In addition, subject to the terms and conditions of the Merger Agreement, at the effective time of the Partnership Merger, each outstanding unit of limited partnership interest in Moody I OP will be automatically cancelled and retired, and converted into the right to receive a number of units of limited partnership interest in the Surviving Partnership equal to an exchange ratio subsequently determined by the parties to the Merger Agreement to be 0.41. Each unit of limited partnership interest in Moody I OP designated as a special partnership unit pursuant to Moody I OP’s limited partnership agreement will be automatically cancelled and retired and shall cease to exist, and no consideration shall be paid, nor, except as expressly provided in that certain termination agreement described in the Merger Agreement, shall any other payment or right inure or be made with respect thereto in connection with or as a consequence of the Partnership Merger. Each outstanding unit of limited partnership interest in Moody II OP will remain outstanding as one unit of limited partnership interest in the Surviving Partnership, and each unit designated as a special partnership unit pursuant to the limited partnership agreement of Moody II OP will remain outstanding as one special unit in the Surviving Partnership.

On August 9, 2017, the parties to the Merger Agreement entered into Amendment No. 1 to the Merger Agreement (the “Amendment”). Pursuant to the Amendment, the terms of the Partnership Merger are amended such that Moody I OP will merge with and into Moody II OP, with Moody II OP surviving the Partnership Merger as the Surviving Partnership. The effects of the Partnership Merger set forth in the immediately preceding paragraph remain unchanged.

In addition to the foregoing, the Amendment also clarifies that the name of the entity surviving the REIT Merger will continue to be named “Moody Merger Sub, LLC.”

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

### **Item 9.01. Financial Statements and Exhibits.**

- (d) Exhibits.

The exhibits filed as part of this Current Report on Form 8-K are identified in the Exhibit Index immediately following the signature page of this report. Such Exhibit Index is incorporated herein by reference.

**SIGNATURES**

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 termination the undersigned thereunto duly authorized.

Date: August 10, 2017

**MOODY NATIONAL REIT II, INC.**

By: /s/ Brett C. Moody  
Brett C. Moody  
*Chief Executive Officer and President*

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
2.1	Amendment No. 1, dated as of August 9, 2017 to the Agreement and Plan of Merger, dated as of November 16, 2017, by and among Moody National REIT II, Inc., Moody National Operating Partnership II, LP, Moody Merger Sub, LLC, Moody National Advisor II, LLC, Moody National REIT I, Inc., Moody National Operating Partnership I, L.P., and Moody National Advisor I, LLC

**AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER**

This Amendment No. 1 (this "Amendment") to that certain Agreement and Plan of Merger is entered into as of August 9, 2017, by and among MOODY NATIONAL REIT II, INC., a Maryland corporation ("REIT II"), MOODY NATIONAL OPERATING PARTNERSHIP II, LP, a Delaware limited partnership and the operating partnership of REIT II ("REIT II Operating Partnership"), MOODY MERGER SUB, LLC, a Delaware limited liability company and a wholly owned subsidiary of REIT II ("Merger Sub"), MOODY NATIONAL ADVISOR I, LLC, a Delaware limited liability company ("REIT I Advisor"), MOODY NATIONAL REIT I, INC., a Maryland corporation ("REIT I"), MOODY NATIONAL OPERATING PARTNERSHIP I, LP, a Delaware limited partnership and the operating partnership of REIT I ("REIT I Operating Partnership"), and MOODY NATIONAL ADVISOR II, LLC ("REIT II Advisor"), a Delaware limited liability company. Each of REIT II, REIT II Operating Partnership, Merger Sub, REIT I, REIT I Operating Partnership, REIT I Advisor and REIT II Advisor is sometimes referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein have the meanings set forth in the Agreement (as defined below).

**RECITALS**

A. The Parties have entered into that certain Agreement and Plan of Merger, dated as of November 16, 2016 (as amended, the "Agreement"); and

B. Each of the Parties has agreed to amend the Agreement to modify certain provisions thereof.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Amendments to Recitals. Clause (ii) of the second paragraph on page 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"(ii) REIT I Operating Partnership will be merged with REIT II Operating Partnership (the "Partnership Merger" and, together with the REIT Merger, the "Mergers"), with REIT II Operating Partnership being the surviving entity, each REIT II OP Unit (as defined herein) issued and outstanding immediately prior to the Partnership Merger Effective Time (as defined herein) shall remain issued and outstanding as one Surviving Partnership OP Unit (as defined herein) and each REIT I OP Unit (defined below) issued and outstanding immediately prior to the Partnership Merger Effective Time that is not cancelled and retired pursuant to this Agreement will be converted into the right to receive the Partnership Merger Consideration (as defined herein), upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Delaware Revised Uniform Limited Partnership Act (the "DRULPA");"

SECTION 2. Amendment to Section 2.1(b). The first sentence of Section 2.1(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Upon the terms and subject to the satisfaction or waiver of the conditions set forth in this Agreement, and in accordance with the DRULPA, at the Partnership Merger Effective Time, REIT I Operating Partnership shall be merged with and into REIT II Operating Partnership, with REIT II Operating Partnership surviving the Partnership Merger (the "Surviving Partnership")."

SECTION 3. Amendment to Section 2.3(a). The last sentence of Section 2.3(a) is hereby deleted in its entirety and replaced with the following:

"The Articles of Merger and the REIT I Certificate of Merger shall provide that the name of the Surviving Entity shall be "Moody Merger Sub, LLC."

SECTION 4. Amendment to Section 3.1(b). Subsections (iv) and (v) of Section 3.1(b) are hereby deleted in their entirety and replaced with the following:

"(iv) Each REIT II OP Unit outstanding immediately prior to the Partnership Merger Effective Time shall remain outstanding as one Surviving Partnership OP Unit;

(v) Each REIT II Special Partnership Unit shall remain outstanding as one Surviving Partnership Special OP Unit; and"

SECTION 5. Reference to and Effect in the Agreement. (a) Upon the effectiveness of this Amendment, each reference in the Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Agreement shall mean

and be a reference to the Agreement as amended hereby, provided, however, that the references in Section 4.21 to this Agreement shall refer to this Agreement as originally executed on November 16, 2016.

(b) Except as specifically amended herein, the Agreement shall continue to be in full force and effect and are hereby in all respects ratified and confirmed, and the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party under the Agreement.

SECTION 6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy, electronic delivery or otherwise) to the other Parties. Signatures to this Amendment transmitted by facsimile transmission, by electronic mail in "portable document form" ("pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

SECTION 7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to its conflicts of laws principles (whether the State of Maryland or any other jurisdiction that would cause the application of the Laws of any jurisdiction other than the State of Maryland).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Agreement and Plan of Merger to be executed as of the date first above written.

**MOODY NATIONAL REIT I, INC.**

By: /s/ Brett C. Moody

Name: Brett C. Moody

Title: Chief Executive Officer and President

**MOODY NATIONAL OPERATING PARTNERSHIP I, LP**

By: Moody National REIT I, Inc., not in its individual capacity but solely as general partner

By: /s/ Brett C. Moody

Name: Brett C. Moody

Title: Chief Executive Officer and President

**MOODY NATIONAL ADVISOR I, LLC  
ONLY FOR PURPOSES OF SECTION 4.22(B) OF THE  
AGREEMENT**

By: Moody National REIT Sponsor, LLC

By: Moody National REIT Sponsor SM, LLC

By: /s/ Brett C. Moody

Name: Brett C. Moody

Title: Member

*[Signature Page to Amendment No. 1 to the Agreement and Plan of Merger]*

**MOODY NATIONAL REIT II, INC.**

By: /s/ Brett C. Moody  
Name: Brett C. Moody  
Title: Chief Executive Officer and President

**MOODY NATIONAL OPERATING PARTNERSHIP II, LP**

By: Moody National REIT II, Inc., not in its individual capacity  
but solely as general partner

By: /s/ Brett C. Moody  
Name: Brett C. Moody  
Title: Chief Executive Officer and President

**MOODY MERGER SUB, LLC**

By: Moody National REIT II, Inc., its Manager

By: /s/ Brett C. Moody  
Name: Brett C. Moody  
Title: Chief Executive Officer and President

**MOODY NATIONAL ADVISOR II, LLC  
ONLY FOR PURPOSES OF SECTION 5.23(B) OF THE  
AGREEMENT**

By: Moody National REIT Sponsor, LLC

By: Moody National REIT Sponsor SM, LLC

By: /s/ Brett C. Moody  
Name: Brett C. Moody  
Title: Member

*[Signature Page to Amendment No. 1 to the Agreement and Plan of Merger]*