# 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): January 15, 2016

# Moody National REIT II, Inc.

(Exact Name of Registrant as Specified in Charter)

Maryland (State or Other Jurisdiction of Incorporation)

333-198305

(Commission File Number)

47-1436295 (IRS Employer Identification No.)

6363 Woodway Drive, Suite 110 Houston, Texas 77057

(Address of Principal Executive Offices, including Zip Code)

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

## Not applicable

(Former Name or Former Address, if Changed Since Last Report)

reg	check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the gistrant 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 1.01 Entry Into Material Definitive Agreement.

## Renewal of Advisory Agreement

Moody National REIT II, Inc. (the "Company"), Moody National Operating Partnership II, L.P., the Company's operating partnership (the "Operating Partnership"), and Moody National Advisor II, LLC previously entered into that certain Advisory Agreement, dated as of January 12, 2015 and effective January 20, 2015 (the "Advisory Agreement"). On January 19, 2016, the Company entered into Amendment No. 1 to the Advisory Agreement (the "Amendment"), whereby the term of the Advisory Agreement was extended for an additional one-year term, expiring January 20, 2017. The terms of the Advisory Agreement otherwise remain unchanged.

The foregoing is qualified in its entirety by the Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

## Amendment of Dealer Manager Agreement

The Company, the Operating Partnership and Moody Securities, LLC (the "Dealer Manager") previously entered into that certain Dealer Manager Agreement, dated as of January 12, 2015 (the "Dealer Manager Agreement"), which governed the distribution by the Dealer Manager of the Company's common stock in its continuous initial public offering. Pursuant to the Dealer Manager Agreement, the Company paid selling commissions of up to 7% of gross offering proceeds from the sale of shares of its common stock in the primary portion of its continuous initial public offering (the "Primary Offering"), all of which were reallowed to participating broker-dealers, subject to reductions based on volume and for certain categories of purchasers.

On January 15, 2016, the Company, the Operating Partnership and the Dealer Manager entered into an Amended and Restated Dealer Manager Agreement, effective as of that date (the "Amended and Restated Dealer Manager Agreement") to allow a participating broker-dealer to elect to receive the 7% selling commission either at the time of sale or to have the selling commission paid on a trailing basis as agreed between the Dealer Manager and the participating broker-dealer. In no event will the selling commission paid exceed 7%. The Company will have no obligation to pay the trailing selling commission if the applicable shares are no longer outstanding or total underwriting compensation paid exceeds 10% of the gross proceeds from the Primary Offering.

The foregoing is qualified in its entirety by the Amended and Restated Dealer Manager Agreement, a copy of which was filed with Post-Effective Amendment No. 2 to the Company's Registration Statement on Form S-11 (File No. 333-198305), filed on January 15, 2016, and is incorporated by reference herein.

## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

## **Exhibit Description**

- Amended and Restated Dealer Manager Agreement, dated January 15, 2016, by and among Moody National REIT II, Inc., Moody National Operating Partnership II, L.P. and Moody Securities, LLC (incorporated by reference to Exhibit 1.1 to Post-Effective Amendment No. 2 to the Registration Statement on Form S-11 (File No. 333-198305), filed on January 15, 2016)
- 1.2 Participating Dealer Agreement (included as Exhibit A to Exhibit 1.1)
- 10.1 Amendment No. 1 to the Advisory Agreement, dated as of January 19, 2016, by and among Moody National REIT II, Inc., Moody National Operating Partnership II, L.P. and Moody National Advisor II, LLC

## **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.

Date: January 21, 2016 MOODY NATIONAL REIT II, INC.

By: /s/ Brett C. Moody

Brett C. Moody

Chief Executive Officer and President

## **EXHIBIT INDEX**

# ExhibitDescription1.1Amended and Restated Dealer Manager Agreement, dated January 15, 2016, by and among Moody National REIT II, Inc., Moody National Operating Partnership II, L.P. and Moody Securities, LLC (incorporated by reference to Exhibit 1.1 to Post-Effective Amendment No. 2 to the Registration Statement on Form S-11 (File No. 333-198305), filed on January 15, 2016)1.2Participating Dealer Agreement (included as Exhibit A to Exhibit 1.1)10.1Amendment No. 1 to the Advisory Agreement, dated as of January 19, 2016, by and among Moody National REIT II, Inc., Moody National Operating Partnership II, L.P. and Moody National Advisor II, LLC

## AMENDMENT NO. 1 TO THE ADVISORY AGREEMENT

This Amendment No. 1 to the Advisory Agreement (this "<u>Amendment</u>") is made and entered into as of January 19, 2016 by and among Moody National REIT II, Inc., a Maryland corporation (the "<u>Company</u>"), Moody National Operating Partnership II, L.P., a Delaware limited partnership (the "<u>Operating Partnership</u>"), and Moody National Advisor II, LLC, a Delaware limited liability company (the "<u>Advisor</u>"). The Company, the Operating Partnership, and the Advisor are collectively referred to herein as the "<u>Parties</u>." Capitalized terms used but not defined herein shall have the meaning set forth in the Advisory Agreement (as defined below).

## WITNESSETH

WHEREAS, the Parties previously entered into that certain Advisory Agreement, dated as of January 12, 2015, and effective January 20, 2015 (the "Advisory Agreement"), which provided for, among other matters, the management of the Company's and the Operating Partnership's day-to-day activities by the Advisor;

WHEREAS, the initial term of the Advisory Agreement is for a one year term which agreement may be renewed for an unlimited number of successive one year terms; and

WHEREAS, pursuant to Section 15 (Term of the Agreement) of the Advisory Agreement, the Parties desire to amend the Advisory Agreement pursuant to this Amendment in order to renew the term of the Advisory Agreement for an additional one year term.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

### ARTICLE I

## **AMENDMENT**

In order to give effect to the Parties' agreement to renew the term of the Advisory Agreement for an additional one year term, the Parties agree as follows:

**Section 1.1 Renewal of Advisory Agreement.** Pursuant to Section 15 of the Advisory Agreement, the Parties hereby renew the term of the Advisory Agreement effective as of January 20, 2016 for an additional one year term ending on January 20, 2017.

## ARTICLE II

## **MISCELLANEOUS**

- **Section 2.1 Continued Effect.** Except as specifically set forth herein, all other terms and conditions of the Advisory Agreement shall remain unmodified and in full force and effect, the same being confirmed and republished hereby. In the event of any conflict between the terms of the Advisory Agreement and the terms of this Amendment, the terms of this Amendment shall control.
- **Section 2.2 Counterparts**. The Parties may sign any number of copies of this Amendment. Each signed copy shall be an original, but all of them together represent the same agreement. Delivery of an executed counterpart of a signature page of this Amendment or any document or instrument delivered in connection herewith by telecopy or other electronic method shall be effective as delivery of a manually executed counterpart of this Amendment or such other document or instrument, as applicable.
- **Section 2.3 Governing Law**. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

## MOODY NATIONAL REIT II, INC.

By: /s/ Brett Moody

Name: Brett Moody
Title: President

## MOODY NATIONAL OPERATING PARTNERSHIP II, L.P.

By: MOODY NATIONAL REIT I, INC., its general partner

By: /s/ Brett Moody

Name: Brett Moody
Title: President

## MOODY NATIONAL ADVISOR II, LLC

By: /s/ Brett Moody

Name: Brett Moody
Title: President