

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORMS-8**

**REGISTRATION STATEMENT UNDER  
THE SECURITIES ACT OF 1933**

**MRI INTERVENTIONS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation or organization)

**58-2394628**

(I.R.S. Employer Identification No.)

**One Commerce Square, Suite 2550**

**Memphis, Tennessee**

(Address of principal executive offices)

**38103**

(Zip Code)

**2013 Incentive Compensation Plan  
Non-Employee Director Compensation Plan  
Non-Qualified Stock Option Agreement for Robert C. Korn**  
(Full title of the plans)

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**Oscar L. Thomas**

**Vice President, Business Affairs**

**MRI Interventions, Inc.**

**One Commerce Square, Suite 2550**

**Memphis, TN 38103**

(Name and address of agent for service)

**(901) 522-9300**

(Telephone number, including area code, of agent for service)

*Copies to:*

Richard F. Mattern, Esq.

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

165 Madison Avenue, Suite 2000

Memphis, TN 38103

(901) 577-2343

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

### CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$0.01 par value per share	1,250,000 Shares (2)	\$1.38 (5)	\$1,730,400.00	\$222.88
Common Stock, \$0.01 par value per share	400,000 Shares (3)	\$1.41 (6)	\$564,057.99	\$72.65
Common Stock, \$0.01 par value per share	150,000 Shares (4)	\$1.63 (7)	\$244,500.00	\$31.49
<b>Total</b>	1,800,000 Shares		\$2,538,957.99	\$327.02

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- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of common stock which become issuable under the above-named plans by reason of any stock dividend, stock split, recapitalization or any other similar transaction effected without receipt of consideration which results in an increase in the number of the Registrant's outstanding shares of common stock.
  - (2) Represents 1,250,000 shares of common stock issuable under the MRI Interventions, Inc. 2013 Incentive Compensation Plan (the "2013 Plan").
  - (3) Represents 400,000 shares of common stock issuable under the MRI Interventions, Inc. Non-Employee Director Compensation Plan (the "Director Compensation Plan").
  - (4) Represents 150,000 shares issuable under a Nonqualified Stock Option Agreement, dated as of November 10, 2012, by and between the Registrant and Robert C. Korn (the "Stock Option Agreement"), which Stock Option Agreement was entered into pursuant to an Employment Agreement, dated as of November 10, 2012, by and between the Registrant and Robert C. Korn.
  - (5) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and (h) under the Securities Act, based on (i) the weighted average exercise price of \$1.19 per share for the 382,500 shares of common stock issuable upon exercise of outstanding options granted under the 2013 Plan, and (ii) the average of the high and low sale prices of the Registrant's common stock of \$1.47 per share, as reported on OTC Markets on October 21, 2013, with respect to the balance of the shares that have been reserved for issuance under the 2013 Plan.
  - (6) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and (h) under the Securities Act, based on (i) the volume-weighted average price of \$1.10 per share for 60,693 shares of common stock issued under the Director Compensation Plan; (ii) the volume-weighted average price of \$1.41 per share for 24,760 shares of common stock issued under the Director Compensation Plan; and (iii) the average of the high and low sale prices of the Registrant's common stock of \$1.47 per share, as reported on OTC Markets on October 21, 2013, with respect to the balance of the shares that have been reserved for issuance under the Director Compensation Plan.
  - (7) Pursuant to Rule 457(h) under the Securities Act, the proposed maximum offering price per share is based on the price at which the options may be exercised for shares of common stock of the Registrant under the Stock Option Agreement.
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## **PART I**

### **INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

Documents containing information required by Part I of this Registration Statement will be sent or given to employees, officers, directors or others as specified by Rule 428(b)(1) under the Securities Act. In accordance with the rules and regulations of the Securities and Exchange Commission (the "Commission") and the Note to Part I of Form S-8, such documents are not filed with the Commission either as a part of this Registration Statement or as prospectuses or prospectus supplements.

## **PART II**

### **INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

#### **Item 3. Incorporation of Documents by Reference.**

The following documents, which have been filed by the Registrant with the Commission, are incorporated by reference into this Registration Statement:

- The Registrant's Annual Report on Form 10-K for the year ended December 31, 2012 filed on March 11, 2013, and Annual Report on Form 10-K/A for the year ended December 31, 2012 filed on August 19, 2013;
- The Registrant's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2013 filed on May 10, 2013, Quarterly Report on Form 10-Q/A for the quarterly period ended March 31, 2013 filed on August 19, 2013, and Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2013 filed on August 14, 2013;
- The Registrant's Current Reports on Form 8-K filed on January 22, 2013, January 25, 2013, February 6, 2013, March 7, 2013 (but only the Current Report on Form 8-K filed on that date containing information under Items 1.01, 2.03 and 9.01 of such form and including Exhibits 4.1 and 10.1 filed therewith), April 16, 2013, June 14, 2013, July 30, 2013 and August 13, 2013 (but only the Current Report on Form 8-K filed on that date containing information under Item 4.02 of such form); and
- The description of the Registrant's common stock contained in the Registrant's Registration Statement on Form 10 (File No. 000-54575) filed on December 28, 2011, including any subsequent amendment or any report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment to this Registration Statement which indicates that all of the shares of common stock offered have been sold or which deregisters all of such shares then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of the filing of such documents; except as to any portion of any future annual or quarterly report to stockholders or document or current report furnished under current items 2.02 or 7.01 of Form 8-K that is not deemed filed under such provisions. For the purposes of this Registration Statement, any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

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Under no circumstances will any information furnished under current items 2.02 or 7.01 of Form 8-K be deemed incorporated herein by reference unless such Current Report on Form 8-K expressly provides to the contrary.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

None.

**Item 6. Indemnification of Directors and Officers.**

Section 145 of the Delaware General Corporation Law (the "DGCL") authorizes a corporation to indemnify its directors and officers against liabilities arising out of actions, suits and proceedings to which they are made or threatened to be made a party by reason of the fact that they have served or are currently serving as a director or officer to a corporation. The indemnity may cover expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the director or officer in connection with any such action, suit or proceeding. Section 145 permits corporations to pay expenses (including attorneys' fees) incurred by directors and officers in advance of the final disposition of such action, suit or proceeding. In addition, Section 145 provides that a corporation has the power to purchase and maintain insurance on behalf of its directors and officers against any liability asserted against them and incurred by them in their capacity as a director or officer, or arising out of their status as such, whether or not the corporation would have the power to indemnify the director or officer against such liability under Section 145.

As permitted by Delaware law, as it now exists or may in the future be amended, the Registrant has adopted provisions in the Registrant's certificate of incorporation and bylaws that limit or eliminate the personal liability of directors for a breach of their fiduciary duty of care as a director to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended. Consequently, a director will not be personally liable to the Registrant or the Registrant's stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to the Registrant or the Registrant's stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any act related to unlawful stock repurchases, redemptions or other distributions or payments of dividends; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not limit or eliminate the Registrant's rights or any stockholder's rights to seek non-monetary relief, such as injunctive relief or rescission. These provisions will not alter a director's liability under federal securities laws.

As permitted by Delaware law, the Registrant's bylaws also provide that:

- the Registrant will indemnify its directors and officers to the fullest extent permitted by law; and
  - the Registrant will advance expenses to its directors and officers in connection with a legal proceeding to the fullest extent permitted by law.
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The Registrant's bylaws also permit the Registrant to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in connection with their services to the Registrant, regardless of whether the Registrant's bylaws permit such indemnification. The Registrant has obtained such insurance.

In addition to the indemnification provided for in the Registrant's certificate of incorporation and bylaws, the Registrant has entered into separate indemnification agreements with each of its directors and officers. These indemnification agreements require the Registrant, among other things, to indemnify its directors and officers for expenses (including attorneys' fees), judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of his or her service as one of the Registrant's directors or officers, or his or her service on behalf of any of the Registrant's subsidiaries or any other company or enterprise to which the person provides services at the Registrant's request.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

The exhibits listed in the Exhibit Index that immediately follows the signature pages to this Registration Statement are filed as part of or incorporated into this Registration Statement.

**Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*Provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

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- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Memphis, Tennessee, on this 25th day of October, 2013.

### MRI Interventions, INC.

By: /s/ Kimble L. Jenkins  
Kimble L. Jenkins  
President and Chief Executive Officer

## POWER OF ATTORNEY

We, the undersigned officers and directors of MRI Interventions, Inc., hereby severally constitute and appoint Kimble L. Jenkins and David W. Carlson and each of them singly (with full power to each of them to act alone), our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for him and in his name, place and stead, and in any and all capacities, to sign for us and in our names in the capacities indicated below any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Kimble L. Jenkins</u> Kimble L. Jenkins	President, Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer)	October 25, 2013
<u>/s/ David W. Carlson</u> David W. Carlson	Chief Financial Officer (Principal Financial and Accounting Officer)	October 25, 2013
<u>/s/ Paul A. Bottomley</u> Paul A. Bottomley	Director	October 25, 2013
<u>/s/ Charles E. Koob</u> Charles E. Koob	Director	October 25, 2013
<u>/s/ James K. Malernee, Jr.</u> James K. Malernee, Jr.	Director	October 25, 2013
<u>/s/ Michael A. Pietrangelo</u> Michael A. Pietrangelo	Director	October 25, 2013
<u>/s/ Philip A. Pizzo</u> Philip A. Pizzo	Director	October 25, 2013
<u>/s/ Andrew K. Rooke</u> Andrew K. Rooke	Director	October 25, 2013
<u>/s/ Michael J. Ryan</u> Michael J. Ryan	Director	October 25, 2013
<u>/s/ John N. Spencer, Jr.</u> John N. Spencer, Jr.	Director	October 25, 2013

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## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
4.1	Specimen of Common Stock Certificate (1)
5.1*	Opinion of Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
23.1*	Consent of Cherry Bekaert LLP
23.2*	Consent of Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (included in Exhibit 5.1)
24.1*	Power of attorney (included on signature page)
99.1	2013 Incentive Compensation Plan (2)
99.2	Non-Employee Director Compensation Plan (3)
99.3*	Non-Qualified Stock Option Agreement, dated as of November 10, 2012, by and between MRI Interventions, Inc. and Robert C. Korn

\* Filed herewith.

- (1) Filed as Exhibit 4.2 to the Registrant's Amendment No. 1 to General Form for Registration of Securities on Form 10, filed with the Securities and Exchange Commission on February 9, 2012 and incorporated herein by reference.
- (2) Filed as Appendix A to the Registrant's Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on May 1, 2013 and incorporated herein by reference.
- (3) Filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 14, 2013 and incorporated herein by reference.



[LETTERHEAD OF BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC]

October 25, 2013

MRI Interventions, Inc.  
One Commerce Square, Suite 2550  
Memphis, TN 38103

Re: **Securities Being Registered under Registration Statement on Form S-8**

Ladies and Gentlemen:

This opinion letter is furnished to you in connection with your filing of a Registration Statement on Form S-8 (the "Registration Statement") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), on or about the date hereof relating to an aggregate of up to 1,700,000 shares (the "Shares") of Common Stock, par value \$0.01 per share, of MRI Interventions, Inc., a Delaware corporation (the "Company"), that may be issued pursuant to the Company's 2013 Incentive Compensation Plan and Non-Employee Director Compensation Plan (together, the "Plans") and the Non-Qualified Stock Option Agreement, dated as of November 10, 2012, by and between the Company and Robert C. Korn (the "Agreement").

We are familiar with the proceedings to date with respect to the proposed offering and have examined such records, documents and matters of law and satisfied ourselves as to such matters of fact as we have considered relevant for purposes of this opinion. In rendering this opinion, we have relied as to certain matters on statements, representations and other information obtained from public officials, officers of the Company, and other sources believed by us to be responsible.

On the basis of the foregoing, we are of the opinion that:

1. The Company is a corporation duly incorporated and existing under the laws of the State of Delaware and is in good standing with the Secretary of State of the State of Delaware.
2. The Shares that may be issued and sold from time to time in accordance with the Plans and the Agreement will, when issued, sold and paid for in accordance with the Plans and the Agreement, be validly issued, fully paid and non-assessable.

Our opinion, with your concurrence, is predicated on and qualified in its entirety by the following:

A. The foregoing opinion is limited to the corporate laws of the State of Delaware, and we are not expressing any opinion herein concerning any other law. We express no opinion as to the applicability or effect of any federal or state securities laws, including the securities laws of the State of Delaware, or as to federal or state laws regarding fraudulent transfers. To the extent that any matters as to which our opinions is expressed herein would be governed by any jurisdiction other than the State of Delaware, we do not express any opinion on such matter.

B. The opinions set forth herein are expressed as of the date hereof and we disclaim any undertaking to advise you of any changes which may subsequently be brought to our attention in the facts or the law upon which such opinions are based.

We hereby consent to the inclusion of this opinion as Exhibit 5.1 to the Registration Statement. In giving our consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

BAKER, DONELSON, BEARMAN, CALDWELL  
& BERKOWITZ, PC

/s/ Richard F. Mattern

Richard F. Mattern, Authorized Representative

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports, dated March 11, 2013 and March 11, 2013 (except for Notes 2, 8 and 12 for which the date is August 19, 2013), with respect to the financial statements of MRI Interventions, Inc. included in its Annual Report on Form 10-K and Form 10-K/A, respectively, for the year ended December 31, 2012, filed with the Securities and Exchange Commission on March 11, 2013 and August 19, 2013, respectively.

/s/ CHERRY BEKAERT LLP

Tampa, Florida  
October 25, 2013

THIS OPTION AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS. THIS OPTION, AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF, MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

**MRI INTERVENTIONS, INC.**  
**NON-QUALIFIED STOCK OPTION AGREEMENT**

**THIS NON-QUALIFIED STOCK OPTION AGREEMENT** (this "Agreement") is made effective as of the 10<sup>th</sup> day of November, 2012, by and between **MRI INTERVENTIONS, INC.**, a Delaware corporation (the "Company"), and **ROBERT C. KORN** (the "Optionee").

**WHEREAS**, the Company desires to afford the Optionee an opportunity to purchase shares of the Company's common stock, par value \$.01 per share (the "Shares"), subject to the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Option.

The Company grants as of the date of this Agreement the right and option (the "Stock Option") to purchase 150,000 Shares, in whole or in part (the "Option Shares"), at an exercise price of \$1.63 per Share (the "Option Exercise Price Per Share"), on the terms and conditions set forth in this Agreement.

The Stock Option shall be a non-qualified stock option. The Stock Option is not intended to be an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). In order to comply with all applicable federal or state tax laws or regulations, the Company may take such action as it deems appropriate to insure that, if necessary, all applicable federal, state or other taxes are withheld or collected from the Optionee. This Agreement is not subject to, and the Stock Option is not granted under, the Company's 2012 Incentive Compensation Plan.

2. Exercisability Schedule. No portion of the Stock Option may be exercised until such portion shall have become exercisable. Except as set forth below, and subject to the discretion of the Company's Board of Directors or a duly authorized committee thereof (in either case, the "Board") to accelerate the exercisability schedule hereunder, the Stock Option shall be exercisable with respect to the following number of Option Shares on the dates indicated:

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Incremental Number of Option Shares Exercisable	Exercisability Date
50,000	November 10, 2013
50,000	November 10, 2014
50,000	November 10, 2015

Once exercisable, the Stock Option shall continue to be exercisable at any time or times prior to the close of business on the Expiration Date (as defined below). Notwithstanding anything herein to the contrary, in the event of a Change of Control, the Stock Option shall become fully exercisable as of the effective time of the Change of Control. For purposes of this Agreement, the term "Change of Control" shall have the same meaning given to that term in the Company's 2012 Incentive Compensation Plan.

3. Manner of Exercise.

(a) The Optionee may exercise the Stock Option only in the following manner: from time to time on or prior to the Expiration Date (as defined below), the Optionee may give written notice to the Company of his election to purchase some or all of the Option Shares purchasable at the time of such notice. This notice shall specify the number of Option Shares to be purchased.

Payment of the purchase price for the Option Shares may be made by one or more of the following methods: (i) in cash or its equivalent (e.g., by personal check) at the time the Stock Option is exercised; (ii) in Shares having a Fair Market Value equal to the aggregate Option Exercise Price Per Share for the Option Shares being purchased and satisfying such other requirements as may be imposed by the Board; provided, that such Shares have been held by the Optionee for no less than six months (or such other period as established from time to time by the Board in order to avoid adverse accounting treatment applying generally accepted accounting principles); (iii) partly in cash and partly in Shares (as described in the preceding clause (ii)); (iv) if there is a public market for the Shares at such time, through the delivery of irrevocable instructions to a broker to sell Shares obtained upon the exercise of the Stock Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate Option Exercise Price Per Share for the Option Shares being purchased, provided that in the event the Optionee chooses to pay the Option Exercise Price Per Share as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Board shall prescribe as a condition of such payment procedure; or (v) through "net settlement" in Shares. In the case of a "net settlement" of the Stock Option, the Company will not require a cash payment of the Option Exercise Price Per Share for the Option Shares being purchased, but will reduce the number of Shares issued upon the exercise by the largest number of whole Shares that have a Fair Market Value that does not exceed the aggregate Option Exercise Price Per Share for the Option Shares set forth in this Agreement. With respect to any remaining balance of the aggregate Option Exercise Price Per Share for the Option Shares, the Company shall accept a cash payment. Payment instruments will be received subject to collection.

The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full purchase price for such Option Shares, as set forth above, (ii) the fulfillment of any other requirements contained herein or in any other applicable agreement or applicable laws and regulations, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of the Shares pursuant to the exercise of the Stock Option and any subsequent resale of such Shares will be in compliance with applicable laws and regulations.

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(b) The Shares purchased upon exercise of the Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Board with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof. The determination of the Board as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any Shares subject to the Stock Option unless and until the Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the Shares to the Optionee, and the Optionee's name shall have been entered as the stockholder of record on the books of the Company.

(c) The minimum number of Shares with respect to which the Stock Option may be exercised at any one time shall be 100 Shares, unless the number of Shares with respect to which the Stock Option is being exercised is the total number of Shares subject to exercise under the Stock Option at the time.

(d) Notwithstanding any other provision hereof, no portion of the Stock Option shall be exercisable after the Expiration Date hereof.

4. Termination of Employment. If the Optionee's employment by the Company (or any affiliate of the Company) is terminated, the period within which to exercise the Stock Option may be subject to earlier termination as set forth below.

(a) Termination Due to Death. If the Optionee's employment terminates by reason of the Optionee's death, any portion of the Stock Option outstanding on such date may be exercised, to the extent exercisable on the date of Optionee's death, by the Optionee's legal representative or legatee for a period of 12 months from the date of death or until the Expiration Date, if earlier. Any portion of the Stock Option that is not exercisable on the date of death shall terminate immediately and be of no further force or effect.

(b) Termination Due to Disability. If the Optionee's employment terminates by reason of the Optionee's Disability, any portion of the Stock Option outstanding on such date may be exercised, to the extent exercisable on the date of Disability, by the Optionee, or the Optionee's legal representative or guardian, as applicable, for a period of 12 months from the date of Disability or until the Expiration Date, if earlier. Any portion of the Stock Option that is not exercisable on the date of Disability shall terminate immediately and be of no further force or effect.

(c) Termination for Cause; Voluntary Resignation. If the Optionee's employment with the Company (or any affiliate thereof) terminates for Cause or if the Optionee voluntarily terminates his employment, any portion of the Stock Option outstanding on such date shall terminate immediately and be of no further force or effect. For purposes of this Agreement, "Cause" shall mean: (i) gross negligence or willful misconduct by the Optionee in the performance of the Optionee's duties to the Company where such gross negligence or willful misconduct has resulted or is likely to result in substantial and material damage to the Company; (ii) any breach by the Optionee of any non-compete agreement or similar agreement between the Optionee and the Company; (iii) any material breach by the Optionee of any confidentiality agreement or similar agreement between the Optionee and the Company; (iv) a material violation by the Optionee of any federal or state law or regulation or the Company's compliance program in the performance of the Optionee's duties; (v) commission by the Optionee of any act of fraud with respect to the Company; (vi) the Optionee's conviction of, or the Optionee's entry of a guilty plea or plea of nolo contendere with respect to, a felony; (vii) the Optionee's failure to perform duties consistent with the Optionee's position or to follow or comply with the reasonable directives of the Board or the Optionee's supervisor(s), provided that (A) the Optionee shall have received written notice that specifically identifies the manner in which the Company believes that the Optionee has engaged in such failure and (B) the Optionee shall not have cured such failure within thirty (30) days following receipt of such notice, provided further that such opportunity to cure a failure shall not apply if the Optionee has received more than one notice with respect to the same or similar conduct pursuant to this clause (vii) during any twelve (12) consecutive month period; or (viii) any act or omission that would constitute "cause" under any employment agreement or similar agreement between the Optionee and the Company (or any affiliate thereof).

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(d) Other Termination. If the Optionee's employment terminates for any reason other than the Optionee's voluntary termination, the Optionee's death, the Optionee's Disability or for Cause, and unless otherwise determined by the Board, any portion of the Stock Option outstanding on such date may be exercised, to the extent exercisable on the date of termination, for a period of three months from the date of termination or until the Expiration Date, if earlier. Any portion of the Stock Option that is not exercisable on the date of termination shall terminate immediately and be of no further force or effect.

The Board's determination of the reason for termination of the Optionee's employment shall be conclusive and binding on the Optionee and his representatives or legatees.

5. Termination of Option. The Option will expire as of 5:00 pm (Central time) on November 10, 2022 (the "Expiration Date") with respect to any then unexercised portion thereof, unless terminated earlier as set forth herein.

6. Adjustments. In the event that any unusual or non-recurring transactions, including an unusual or non-recurring dividend or other distribution (whether in the form of an extraordinary cash dividend, dividend of Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination or other similar corporate transaction or event affects the Shares, then the Company shall, depending on the particular circumstances, in an equitable and proportionate manner (and, as applicable, in such equitable and proportionate manner as is consistent with Section 409A of the Code and the regulations thereunder) either: (a) adjust any or all of (i) the number of Shares or other securities of the Company (or number and kind of other securities or property) subject to the Stock Option, provided that the number of Shares subject to the Stock Option shall always be a whole number; and (ii) the Option Exercise Price Per Share with respect to the Stock Option; (b) provide for an equivalent award in respect of securities of the surviving entity of any merger, consolidation or other transaction or event having a similar effect; or (c) make provision for a cash payment to the Optionee in lieu of the Stock Option.

7. No Obligation to Continue Employment. Neither the Company nor any of its affiliates is obligated by or as a result of this Agreement to continue the Optionee in employment and this Agreement shall not interfere in any way with the right of the Company or any of its affiliates to terminate the employment of the Optionee at any time.

8. Amendments to Stock Option. The Company may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, the Stock Option, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would adversely affect the rights of the Optionee or any holder or beneficiary of the Option shall not to that extent be effective without the consent of the Optionee, holder or beneficiary affected.

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9. Limited Transferability. Unless otherwise approved by the Board, this Agreement is personal to the Optionee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. Except as provided in Section 4(b) of this Agreement, the Stock Option is exercisable, during the Optionee's lifetime, only by the Optionee, and thereafter, only by the Optionee's legal representative or legatee.

10. Reservation of Shares. At all times during the term of the Stock Option, the Company shall use its best efforts to reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of this Agreement.

11. Severability. If any provision of this Agreement is, or becomes, or is deemed to be, invalid, illegal, or unenforceable in any jurisdiction or to either party, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Board, materially altering the intent of this Agreement, such provision shall be stricken as to such jurisdiction or party, and the remainder of this Agreement shall remain in full force and effect.

12. Tax Withholding. The Optionee shall, not later than the date as of which the exercise of the Stock Option becomes a taxable event for federal income tax purposes, pay to the Company or make arrangements satisfactory to the Committee for payment of any federal, state, and local taxes required by law to be withheld on account of such taxable event. The minimum required tax withholding obligation may be satisfied, in whole or in part, by the Company withholding from the Option Shares to be issued a number of Shares with an aggregate Fair Market Value that would satisfy the withholding amount due.

13. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Optionee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

14. Certain Defined Terms. Although the Stock Option is not granted under the Company's 2012 Incentive Compensation Plan, for purposes of this Agreement, the terms "Change of Control," "Disability" and "Fair Market Value" shall have the same meanings given to those terms in such 2012 Incentive Compensation Plan.

15. Governing Law. The validity, construction and effect of this Agreement shall be determined in accordance with the laws of the State of Delaware without giving effect to conflicts of laws principles.

16. Successors in Interest. This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of the Optionee's administrators, executors, heirs and legal representatives. All obligations imposed upon the Optionee and all rights granted to the Company under this Agreement shall be binding upon the Optionee's administrators, executors, heirs and legal representatives.

*[The next page is the signature page]*

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**IN WITNESS WHEREOF**, the parties have executed this Non-Qualified Stock Option Agreement to be effective as of the day and year first above written.

**MRI Interventions, INC.**

By: /s/ Kimble L. Jenkins  
Kimble L. Jenkins  
President and Chief Executive Officer

/s/ Robert C. Korn  
Robert C. Korn