
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 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): July 1, 2016 (June 30, 2016)

MRI INTERVENTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware
*(State or other jurisdiction
of incorporation)*

000-54575
*(Commission
File Number)*

58-2394628
*(IRS Employer
Identification No.)*

**5 Musick
Irvine, CA**
(Address of principal executive offices)

92618
(Zip Code)

(949) 900-6833
(Registrant's telephone number, including area code)

(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 (*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 3.03. Material Modification to Rights of Security Holders.

On June 30, 2016, MRI Interventions, Inc. (the “Company”) entered into amendments (each an “Omnibus Amendment”) with respect to (i) two of the Company’s 12% Second-Priority Secured Non-Convertible Promissory Notes Due 2019 (“2019 Notes”) having an aggregate principal balance of \$3,000,000, and (ii) two common stock warrants issued by the Company in connection with the 2019 Notes (“2019 Warrants”) entitling the holders to purchase up to an aggregate of 900,000 shares of the Company’s common stock.

Pursuant to the Omnibus Amendments, the Company and the two holders of the affected 2019 Notes and 2019 Warrants agreed that, in the event the Company closes a Qualified Public Offering (as that term is defined in the Omnibus Amendments):

- one-half of the aggregate principal balance of the affected 2019 Notes, or \$1,500,000, plus all unpaid accrued interest on that amount, will automatically convert into the security offered by the Company in the Qualified Public Offering, based on the public offering price of that security in the Qualified Public Offering; and
- the exercise price for one-half of the aggregate number of shares of common stock that may be purchased upon exercise of the affected 2019 Warrants, or 450,000 shares, will be reduced to equal the greater of (i) the public offering price of the security offered by the Company in the Qualified Public Offering, or (ii) if the security offered by the Company in the Qualified Public Offering is or includes convertible stock or common stock warrants, the highest price per whole share for which the Company’s common stock is issuable upon conversion of such convertible stock or upon exercise of such common stock warrants.

On June 30, 2016, the Company also entered into an amendment with Brainlab AG (the “Brainlab Omnibus Amendment”) as holder of the Company’s (i) Second Amended and Restated Secured Note Due 2018 having a principal balance of \$2,000,000 (the “Brainlab Note”) and (ii) the Series A Warrant to Purchase Common Stock issued by the Company in connection with the Brainlab Note entitling Brainlab AG to purchase up to 1,398,288 shares of the Company’s common stock (the “Brainlab Warrant”).

Pursuant to the Brainlab Omnibus Amendment, the Company and Brainlab AG agreed that, in the event the Company closes a Qualified Public Offering (as that term is defined in the Brainlab Omnibus Amendments):

- \$500,000 of the principal balance plus all unpaid accrued interest on that amount will automatically convert into the security offered by the Company in the Qualified Public Offering, based on the public offering price of that security in the Qualified Public Offering; and
- the exercise price for 1,398,288 shares of common stock that may be purchased upon exercise of the Brainlab Warrant will be reduced to equal the greater of (i) the public offering price of the security offered by the Company in the Qualified Public Offering, or (ii) if the security offered by the Company in the Qualified Public Offering is or includes convertible stock or common stock warrants, the highest price per whole share for which the Company’s common stock is issuable upon conversion of such convertible stock or upon exercise of such common stock warrants.

The foregoing descriptions of the Omnibus Amendments and the Brainlab Omnibus Amendment are only summaries and are qualified in their entirety by the full text of the Omnibus Amendments and the Brainlab Omnibus Amendment, the forms of which are filed as Exhibits 10.1 and 10.2 hereto and are incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

The special meeting of the stockholders of the Company was held on June 30, 2016 at the offices of Bass, Berry & Sims PLC, 100 Peabody Place, Suite 1300, Memphis, Tennessee 38103 (the "Special Meeting"). At the Special Meeting, the Company's stockholders considered and voted on the following proposals: (i) to approve an amendment to the Company's Amended and Restated Certificate of Incorporation to effect a reverse stock split of the Company's issued and outstanding shares of common stock at a ratio of 1-for-15, 1-for-20, 1-for-25, 1-for-30, 1-for-35 or 1-for-40, with the specific ratio and effective time of the reverse stock split to be determined by the Company's Board of Directors (Proposal 1); and (ii) to approve one or more adjournments to the Special Meeting, if necessary or appropriate, to permit further solicitation of proxies if there are not sufficient votes at the time of the Special Meeting cast in favor of Proposal 1 (Proposal 2).

The number of shares of common stock entitled to vote at the Special Meeting was 95,914,044. The number of shares of common stock present or represented by valid proxy at the Special Meeting was 67,285,327. All matters submitted to a binding vote of stockholders at the Special Meeting were approved. The number of votes cast for and against, and the number of abstentions and broker non-votes with respect to the matters voted upon at the Special Meeting, are set forth below:

1. Reverse Stock Split

For	Against	Abstain	Broker Non-Votes
56,860,396	10,141,414	283,517	—

2. Adjournment of the Special Meeting

For	Against	Abstain	Broker Non-Votes
56,813,498	9,948,592	523,237	—

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

See Exhibit Index immediately following signature page.

SIGNATURE

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.

MRI INTERVENTIONS, INC.

By: /s/ Harold A. Hurwitz
Harold A. Hurwitz
Chief Financial Officer

Date: July 1, 2016

EXHIBIT INDEX

Exhibit No.	Description
10.1	Form of Omnibus Amendment dated June 30, 2016 by and among MRI Interventions, Inc., and certain holders of the Company's 12% Second-Priority Secured Non-Convertible Promissory Notes Due 2019
10.2	Form of Omnibus Amendment dated June 30, 2016 to Second Amended and Restated Secured Note Due 2018, between MRI Interventions, Inc. and Brainlab AG

OMNIBUS AMENDMENT

THIS OMNIBUS AMENDMENT (this "Amendment") is made and entered into as of June 30, 2016, by and between **MRI INTERVENTIONS, INC.**, a Delaware corporation (the "Company") and [] (the "Holder").

WHEREAS, the Company issued to the Holder that certain 12% Second-Priority Secured Non-Convertible Promissory Note Due 2019 in the original principal amount of \$[], dated as of March 25, 2014 (the "Note");

WHEREAS, the Company issued to the Holder that certain Warrant to Purchase Common Stock dated as of March 25, 2014 entitling the Holder to purchase shares of the Company's common stock at an exercise price per share equal to \$1.75 (the "Warrant"); and

WHEREAS, the Company and the Holder desire to amend the Note and the Warrant to allow and provide for certain matters all as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Amendments to the Note.**

1.1 Amendment to Section 1. Section 1 of the Note (Definitions) is hereby amended by adding the following new defined terms:

"Common Stock" means the Company's common stock, par value \$0.01 per share.

"Conversion Date" means the date of the closing of a Qualified Public Offering.

"Convertible Stock" means stock that is convertible into or exchangeable for Common Stock.

"Equity Security" means (i) Common Stock, and/or (ii) Convertible Stock, and/or (iii) Warrants.

"National Securities Exchange" means the New York Stock Exchange, the NYSE MKT, the National Market System of the Nasdaq Stock Market, or a national securities exchange or tier or segment thereof, including, without limitation, The Nasdaq Capital Market, that the U.S. Securities and Exchange Commission has found has listing standards that are substantially similar to the foregoing.

"Offered Security" means the Equity Security offered and sold in the Qualified Public Offering.

"Public Offering Price" means the public offering price of the Offered Security.

“Qualified Public Offering” means the sale of an Equity Security to a third party that is not an affiliate of the Company in a public offering pursuant to an effective registration statement under the Securities Act, provided that, at the time of the closing of such sale, the Common Stock is listed, or approved or authorized for listing, on a National Securities Exchange.

“Warrants” means warrants or other rights to subscribe for or to purchase Common Stock.

1.2 Amendment to Section 4 (Payment of Principal and Interest). Section 4 of the Note (Payment of Principal and Interest) is hereby amended by deleting the second sentence thereof and substituting the following therefor: “Subject to earlier payment or conversion as provided for elsewhere in this Note, the Company shall pay to the Holder the entire unpaid principal amount and all unpaid accrued interest under this Note in full on the fifth (5th) year anniversary of the Original Issuance Date (the “Maturity Date”), except if such date is not a Business Day, in which case such principal and interest shall be payable on the next succeeding Business Day.”

1.3 Note Conversion. The Note is hereby amended by adding the following new Section 14:

“14. Conversion.

(a) Notwithstanding any provision herein to the contrary, immediately prior to the closing of a Qualified Public Offering, [____] percent ([__]%) of the outstanding principal amount of this Note (the “Conversion Principal Balance”), together with all unpaid accrued interest on such Conversion Principal Balance, shall automatically be converted into such number of the Offered Security that is equal to the Conversion Principal Balance and all unpaid accrued interest thereon divided by the Public Offering Price. The Holder shall be deemed to have become holder of record of such number of Offered Security as of the Conversion Date.

(b) Upon conversion of this Note, the Holder shall deliver to the Company (i) the original of this Note for cancellation and reissuance by the Company of a new note reflecting the remaining principal balance or (ii) a notice to the effect that the original Note has been lost, stolen or destroyed and an agreement reasonably satisfactory to the Company whereby the Holder agrees to indemnify the Company from any loss incurred by the Company in connection with the inability of the Holder to deliver this Note.

(c) If any fraction would, except for the provisions of this Section 14(c), result from conversion of this Note, the number of the Offered Security into which this Note is converted shall be rounded up to the nearest whole number.

(d) For the avoidance of any doubt, any conversion of this Note as herein provided (i) shall not be subject to the provisions of Section 7 hereof or any Subordination Agreement, and (ii) shall not constitute a prepayment of this Note pursuant to Section 5 hereof.”

1 . 3 General. The Note, and any and all other agreements, documents or instruments hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Note as amended hereby, are hereby amended so that any reference in such

documents to the Note shall mean a reference to the Note as amended hereby. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Note and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Note are ratified and confirmed and shall continue in full force and effect.

2. **Amendments to the Warrant.**

2.1 **Qualified Public Offering.** The Warrant is hereby amended by adding the following new Section 9(g):

“(g) **Qualified Public Offering.**

(i) If the Company closes a Qualified Public Offering and the Public Offering Price is less than the Exercise Price in effect immediately prior to the closing of such Qualified Public Offering, then the Exercise Price for the Applicable Warrant Shares, and only the Applicable Warrant Shares, shall be reduced to equal such Public Offering Price; provided, however, that if (A) the Offered Security is or includes Convertible Stock and/or Warrants and (B) the Conversion/Strike Price thereof is both (1) less than the Exercise Price in effect immediately prior to the closing of the Qualified Public Offering and (2) greater than the Public Offering Price, then the Exercise Price for the Applicable Warrant Shares shall instead be reduced to equal such Conversion/Strike Price. For the avoidance of any doubt whatsoever, the closing of a Qualified Public Offering shall not result in any adjustment to the Exercise Price for any Warrant Shares other than the Applicable Warrant Shares.

(ii) In addition to the definitions set forth in this Warrant, for purposes of this Section 9(g):

“*Applicable Warrant Shares*” means [_____] percent ([_]%) of the total number of Warrant Shares that may be purchased upon exercise of this Warrant.

“*Conversion/Strike Price*” means, as applicable, the highest price per whole share for which Common Stock is issuable upon exercise of Warrants or upon conversion or exchange of Convertible Stock.

“*Convertible Stock*” means stock that is convertible into or exchangeable for Common Stock.

“*Equity Security*” means (A) Common Stock, and/or (B) Convertible Stock, and/or (C) Warrants.

“*National Securities Exchange*” means the New York Stock Exchange, the NYSE MKT, the National Market System of The Nasdaq Stock Market, or a national securities exchange or tier or segment thereof, including, without limitation, The Nasdaq Capital Market, that the U.S. Securities and Exchange Commission has found has listing standards that are substantially similar to the foregoing.

“*Offered Security*” means the Equity Security offered and sold in the Qualified Public Offering.

“*Public Offering Price*” means the public offering price of the Offered Security.

“*Qualified Public Offering*” means the sale of an Equity Security in a public offering to a third party that is not an affiliate of the Company pursuant to an effective registration statement under the Securities Act, provided that, at the time of the closing of such sale, the Common Stock is listed, or approved or authorized for listing, on a National Securities Exchange.

2 . 2 General. The Warrant, and any and all other agreements, documents or instruments hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Warrant as amended hereby, are hereby amended so that any reference in such documents to the Warrant shall mean a reference to the Warrant as amended hereby. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Warrant and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Warrant are ratified and confirmed and shall continue in full force and effect.

3. Miscellaneous.

3.1 Certain Representations. The Holder represents and warrants to the Company that: (a) the Holder is the legal, beneficial and record owner of the Note and the Warrant; (b) if the Holder is not an individual, the execution and delivery of this Amendment by the Holder have been duly authorized by all necessary action on the part of the Holder; (c) this Amendment has been duly executed and delivered by the Holder; (d) this Amendment constitutes the valid and legally binding obligation of the Holder enforceable against the Holder in accordance with its terms; (e) the Holder, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of entering into this Amendment, and has so evaluated such merits and risks, and (f) the Holder has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of this Amendment, and (ii) the opportunity to obtain such information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed decision with respect to this Amendment.

3 . 2 Tax Matters. The Holder acknowledges and affirms that (a) the Holder has been advised to consult its own tax advisor(s) regarding the application of U.S. federal income tax laws to the Holder with respect to this Amendment, as well as any tax consequences arising under U.S. federal estate or gift tax rules or under the laws of any state, local, non-U.S. or other taxing jurisdiction, and (b) the Holder has not relied upon any statements made by the Company or any of its agents, employees or representatives regarding any tax consequences to the Holder with respect to this Amendment.

3 . 3 Governing Law. This Amendment shall for all purposes be construed in accordance with and governed by the laws of the State of New York without regard to the principles of conflicts of law thereof.

3 . 4 Headings. The headings herein are for convenience only, do not constitute a part of this Amendment and shall not be deemed to limit or affect any of the provisions hereof.

3 . 5 Counterparts. This Amendment may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[The next page is the signature page]

IN WITNESS WHEREOF, the Company and the Holder have caused this Amendment to be executed and delivered effective as of the day and year first written above.

THE COMPANY:

MRI INTERVENTIONS, INC.

By: _____

Name: _____

Title: _____

THE HOLDER:

[_____]

By: _____

Name: _____

Title: _____

OMNIBUS AMENDMENT

THIS OMNIBUS AMENDMENT (this "Amendment") is made and entered into as of June 30, 2016, by and between **MRI INTERVENTIONS, INC.**, a Delaware corporation (the "Company") and **BRAINLAB AG** (the "Holder").

WHEREAS, the Company issued to the Holder that certain Second Amended and Restated Secured Note Due 2018 in the principal amount of \$2,000,000 dated as of April 4, 2016 (the "Note");

WHEREAS, the Company issued to the Holder that certain Series A Warrant to Purchase Common Stock dated as of April 4, 2016 entitling the Holder to purchase up to 1,398,288 shares of the Company's common stock at an exercise price per share equal to \$0.4058 (the "Warrant"); and

WHEREAS, the Company and the Holder desire to amend the Note and the Warrant to allow and provide for certain matters all as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Amendments to the Note.**

1.1 **Amendment to Section 1.** Section 1 of the Note (Definitions) is hereby amended by adding the following new defined terms:

"**Common Stock**" means the Company's common stock, par value \$0.01 per share.

"**Conversion Date**" means the date of the closing of a Qualified Public Offering.

"**Convertible Stock**" means stock that is convertible into or exchangeable for Common Stock.

"**Equity Security**" means (i) Common Stock, and/or (ii) Convertible Stock, and/or (iii) Warrants.

"**National Securities Exchange**" means the New York Stock Exchange, the NYSE MKT, the National Market System of the Nasdaq Stock Market, or a national securities exchange or tier or segment thereof, including, without limitation, The Nasdaq Capital Market, that the U.S. Securities and Exchange Commission has found has listing standards that are substantially similar to the foregoing.

"**Offered Security**" means the Equity Security offered and sold in the Qualified Public Offering.

"**Public Offering Price**" means the public offering price of the Offered Security.

“**Qualified Public Offering**” means the sale of an Equity Security to a third party that is not an affiliate of the Company in a public offering pursuant to an effective registration statement under the Securities Act, provided that, at the time of the closing of such sale, the Common Stock is listed, or approved or authorized for listing, on a National Securities Exchange.

“**Warrants**” means warrants or other rights to subscribe for or to purchase Common Stock.

1.2 Amendment to Section 2(c) (Principal). Section 2(c) of the Note (Principal) is hereby amended by deleting the section in its entirety and substituting the following therefor: “Subject to earlier payment or conversion as provided for elsewhere in this Note, all principal and all accrued, but unpaid interest shall be immediately due and payable by the Company to Brainlab on the Maturity Date.”

1.3 Note Conversion. The Note is hereby amended by adding the following new Section 11:

“11. CONVERSION

(a) Notwithstanding any provision herein to the contrary, immediately prior to the closing of a Qualified Public Offering, five hundred thousand dollars (\$500,000) of the outstanding principal amount of this Note (the “Conversion Principal Balance”), together with all unpaid accrued interest on such Conversion Principal Balance, shall automatically be converted into such number of the Offered Security that is equal to the Conversion Principal Balance and all unpaid accrued interest thereon divided by the Public Offering Price. Brainlab shall be deemed to have become holder of record of such number of Offered Security as of the Conversion Date.

(b) Upon conversion of this Note, Brainlab shall deliver to the Company (i) the original of this Note for cancellation and reissuance by the Company of a new note reflecting the remaining principal balance or (ii) a notice to the effect that the original Note has been lost, stolen or destroyed and an agreement reasonably satisfactory to the Company whereby the Holder agrees to indemnify the Company from any loss incurred by the Company in connection with the inability of the Holder to deliver this Note.

(c) If any fraction would, except for the provisions of this Section 11(c), result from conversion of this Note, the number of the Offered Security into which this Note is converted shall be rounded up to the nearest whole number.”

1 . 3 General. The Note, and any and all other agreements, documents or instruments hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Note as amended hereby, are hereby amended so that any reference in such documents to the Note shall mean a reference to the Note as amended hereby. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Note and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Note are ratified and confirmed and shall continue in full force and effect.

2. **Amendments to the Warrant.**

2.1 **Qualified Public Offering.** The Warrant is hereby amended by adding the following new Section 9(g):

“(g) **Qualified Public Offering.**

(i) If the Company closes a Qualified Public Offering and the Public Offering Price is less than the Exercise Price in effect immediately prior to the closing of such Qualified Public Offering, then the Exercise Price for the Applicable Warrant Shares, and only the Applicable Warrant Shares, shall be reduced to equal such Public Offering Price; provided, however, that if (A) the Offered Security is or includes Convertible Stock and/or Warrants and (B) the Conversion/Strike Price thereof is both (1) less than the Exercise Price in effect immediately prior to the closing of the Qualified Public Offering and (2) greater than the Public Offering Price, then the Exercise Price for the Applicable Warrant Shares shall instead be reduced to equal such Conversion/Strike Price. For the avoidance of any doubt whatsoever, the closing of a Qualified Public Offering shall not result in any adjustment to the Exercise Price for any Warrant Shares other than the Applicable Warrant Shares.”

(ii) In addition to the definitions set forth in this Warrant, for purposes of this Section 9(g):

“Applicable Warrant Shares” means one hundred percent (100%) of the total number of Warrant Shares that may be purchased upon exercise of this Warrant.

“Conversion/Strike Price” means, as applicable, the highest price per whole share for which Common Stock is issuable upon exercise of Warrants or upon conversion or exchange of Convertible Stock.

“Convertible Stock” means stock that is convertible into or exchangeable for Common Stock.

“Equity Security” means (A) Common Stock, and/or (B) Convertible Stock, and/or (C) Warrants.

“National Securities Exchange” means the New York Stock Exchange, the NYSE MKT, the National Market System of The Nasdaq Stock Market, or a national securities exchange or tier or segment thereof, including, without limitation, The Nasdaq Capital Market, that the U.S. Securities and Exchange Commission has found has listing standards that are substantially similar to the foregoing.

“Offered Security” means the Equity Security offered and sold in the Qualified Public Offering.

“Public Offering Price” means the public offering price of the Offered Security.

“Qualified Public Offering” means the sale of an Equity Security in a public offering to a third party that is not an affiliate of the Company pursuant to an effective registration statement under the Securities Act, provided that, at the time of the closing of such sale, the Common Stock is listed, or approved or authorized for listing, on a National Securities Exchange.

2 . 2 General. The Warrant, and any and all other agreements, documents or instruments hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Warrant as amended hereby, are hereby amended so that any reference in such documents to the Warrant shall mean a reference to the Warrant as amended hereby. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Warrant and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Warrant are ratified and confirmed and shall continue in full force and effect.

3. Miscellaneous.

3.1 Certain Representations. The Holder represents and warrants to the Company that: (a) the Holder is the legal, beneficial and record owner of the Note and the Warrant; (b) if the Holder is not an individual, the execution and delivery of this Amendment by the Holder have been duly authorized by all necessary action on the part of the Holder; (c) this Amendment has been duly executed and delivered by the Holder; (d) this Amendment constitutes the valid and legally binding obligation of the Holder enforceable against the Holder in accordance with its terms; (e) the Holder, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of entering into this Amendment, and has so evaluated such merits and risks, and (f) the Holder has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of this Amendment, and (ii) the opportunity to obtain such information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed decision with respect to this Amendment.

3 . 2 Tax Matters. The Holder acknowledges and affirms that (a) the Holder has been advised to consult its own tax advisor(s) regarding the application of U.S. federal income tax laws to the Holder with respect to this Amendment, as well as any tax consequences arising under U.S. federal estate or gift tax rules or under the laws of any state, local, non-U.S. or other taxing jurisdiction, and (b) the Holder has not relied upon any statements made by the Company or any of its agents, employees or representatives regarding any tax consequences to the Holder with respect to this Amendment.

3 . 3 Governing Law. This Amendment shall for all purposes be construed in accordance with and governed by the laws of the State of New York without regard to the principles of conflicts of law thereof.

3 . 4 Headings. The headings herein are for convenience only, do not constitute a part of this Amendment and shall not be deemed to limit or affect any of the provisions hereof.

3.5 Counterparts. This Amendment may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[The next page is the signature page]

IN WITNESS WHEREOF, the Company and the Holder have caused this Amendment to be executed and delivered effective as of the day and year first written above.

THE COMPANY:

MRI INTERVENTIONS, INC.

By: _____

Name: _____

Title: _____

THE HOLDER:

BRAINLAB AG

By: _____

Name: _____

Title: _____