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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 25, 2018

MRI INTERVENTIONS, INC.
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation)

001-34822
(Commission
File Number)

58-2394628
(I.R.S. Employer
Identification Number)

5 Musick
Irvine, Ca. 92618
(Address of principal executive offices, zip code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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))

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

Emerging 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 1.02. Termination of Material Definitive Agreement.

On September 25, 2018, MRI Interventions, Inc. (the “Company”) (a) repaid in full all outstanding debt, together with interest and all other amounts due in connection with such repayment, under that certain Second Amended and Restated 5.5% Promissory Note, Due December 31, 2018, issued to Brainlab AG (the “Brainlab Note”) and (b) terminated that certain Master Security Agreement dated April 5, 2011 by and between the Company and Brainlab AG.

In connection with the foregoing, the Company repaid a total of approximately \$2.026 million, which included principal and interest. Effective upon receipt of such payment, the Brainlab Note and other related loan documents were terminated and are of no further force or effect (except with respect to any obligations and provisions that survive the termination thereof) and all liens granted in connection with the Brainlab Note and other related loan documents were released.

Item 3.03. Material Modification to Rights of Security Holders.

On September 25, 2018, the Company entered into a third amendment (the “Third Omnibus Amendment”) with respect to the Company’s 12% Second-Priority Secured Non-Convertible Promissory Notes Due 2019 (as amended and reissued from time to time, collectively, the “Notes”) having an aggregate principal balance of approximately \$2 million. Pursuant to the Third Omnibus Amendment, the Company and the holder of Notes representing a majority of the aggregate principal balance of the Notes agreed to extend the maturity date of all Notes by 18 months to September 2020.

The foregoing description of the Third Omnibus Amendment is only a summary and is qualified in its entirety by the full text of the Third Omnibus Amendment, the form of which is filed as Exhibit 10.1 and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On September 25, 2018, the Company issued a press release announcing the repayment of the Brainlab Note and the amendment to the Notes. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information, including the press release, furnished under this Item 7.01 shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, and shall not be deemed incorporated by reference into any other filing by the Company under the Exchange Act or the Securities Act of 1933, as amended, except as otherwise expressly stated in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
<u>10.1</u>	<u>Form of Third Omnibus Amendment dated September 25, 2018 by and among MRI Interventions, Inc., and the holders of the Company’s 12% Second-Priority Secured Non-Convertible Promissory Notes Due 2019</u>
<u>99.1</u>	<u>Press Release dated September 25, 2018</u>

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: September 25, 2018

MRI INTERVENTIONS, INC.

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

THIRD OMNIBUS AMENDMENT

THIS THIRD OMNIBUS AMENDMENT (this “Amendment”) is effective as of September 25, 2018, by and among MRI Interventions, Inc., a Delaware corporation (the “Company”), and the Holders. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Notes (as defined below).

WHEREAS, on March 25, 2014 and March 31, 2014, the Company issued certain 12% Second-Priority Secured Non-Convertible Promissory Notes Due 2019 in an aggregate principal amount of \$3,725,000 (as subsequently amended and/or reissued, including, without limitation, by that certain Omnibus Amendment, dated as of June 30, 2016, and that certain Second Omnibus Amendment, dated as of August 31, 2016, collectively, the “Notes”);

WHEREAS, the Holder signing this Amendment holds a majority of the aggregate principal amount of the Notes outstanding (the “Required Holder”); and

WHEREAS, in accordance with Section 13(a) of the Notes, the Company and the Required Holder desire to amend the Notes on the terms set forth herein.

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

- 1. Amendment to the Notes.** The second sentence of Section 4 of each Note (including, without limitation, the definition of Maturity Date) is hereby deleted and replaced in its entirety by the following:

“Subject to earlier payment 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 date that is 78 months after 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.”

- 2. Miscellaneous.**

(a) The Required Holder represents and warrants to the Company that: (i) the Required Holder is the legal, beneficial and record owner of the Note representing a majority of the aggregate principal amount of the Notes outstanding; (ii) this Amendment has been duly executed and delivered by the Required Holder; (iii) this Amendment constitutes the valid and legally binding obligation of the Required Holder enforceable against the Required Holder in accordance with its terms; (iv) the Required Holder, either alone or together with his 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 (v) the Required Holder has been afforded (A) the opportunity to ask such questions as he has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of this Amendment, and (B) 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.

(b) Except as specifically amended hereby, each Note is ratified and confirmed and shall remain in full force and effect in accordance with its terms.

(c) This Amendment shall be binding upon the Holders of all Notes in accordance with Section 13(a) of the Notes.

(d) To the extent the terms and conditions of the Notes conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control and supersede those of the Notes.

(e) 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.

(f) 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.

(g) 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and the Required 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: /s/ Joseph M. Burnett

Name: Joseph M. Burnett

Title: President & CEO

THE REQUIRED HOLDER:

/s/ Josiah T. Austin
JOSIAH T. AUSTIN

[Signature Page to Third Omnibus Amendment]

MRI Interventions Retires Brainlab Debt, Extends 2019 Notes by 18 Months

Irvine, CA – September 25, 2018 – MRI Interventions, Inc. (OTCQB:MRIC), announced today that the company has repaid in full and retired \$2.0 million in outstanding debt held by Brainlab AG which was set to mature on December 31, 2018. Additionally, the company extended the maturity date of promissory notes set to mature March 2019 by 18 months, to September 2020.

“We are pleased to have successfully restructured our debt positions without having to raise equity or incur significant financing fees in the process,” commented Joe Burnett, President and CEO. “We are lucky to have supportive and collaborative debt holders to work with and appreciate the flexibility and positive outcome that we all achieved in the process. Our remaining debt now comes due in the second half of 2020. This allows us to remain focused on our strategic growth plan and operational efficiency, including our operational cash burn which we reduced to \$1.1 million in the second quarter of 2018 and which we expect to continue reducing in the second half of 2018.”

About MRI Interventions, Inc.

Building on the power of magnetic resonance imaging (“MRI”), MRI Interventions is creating innovative platforms for performing the next generation of minimally invasive surgical procedures in the brain. The ClearPoint Neuro Navigation System, which has received 510(k) clearance and is CE marked, utilizes a hospital’s existing diagnostic or intraoperative MRI suite to enable a range of minimally invasive procedures in the brain. For more information, please visit www.mriinterventions.com.

Forward-Looking Statements

Statements herein concerning MRI Interventions, Inc.’s plans, growth and strategies may include forward-looking statements within the context of the federal securities laws. Statements regarding the company’s future events, developments and future performance, as well as management’s expectations, beliefs, plans, estimates or projections relating to the future, are forward-looking statements within the meaning of these laws. Uncertainties and risks may cause the company’s actual results to differ materially from those expressed in or implied by forward-looking statements. Particular uncertainties and risks include those relating to: the Company’s ability to obtain additional financing; estimates regarding the sufficiency of the Company’s cash resources; future revenues from sales of the company’s ClearPoint Neuro Navigation System products; and the company’s ability to market, commercialize and achieve broader market acceptance for the company’s ClearPoint Neuro Navigation System products. More detailed information on these and additional factors that could affect the company’s actual results are described in the “Risk Factors” section of the company’s Annual Report on Form 10-K for the year ended December 31, 2017, and its Quarterly Report on Form 10-Q for the three months ended June 30, 2018, both of which have been filed with the Securities and Exchange Commission.

Contact Information:

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