
**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 4, 2017**

MOODY NATIONAL REIT II, INC.

(Exact Name of Registrant as Specified in Its Charter)

Maryland
(State or other jurisdiction
of incorporation)

333-198305
(Commission File Number)

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

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

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Item 1.01. Entry Into a 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, the Company’s advisor (the “Advisor”), previously entered into that certain Advisory Agreement, dated as of January 12, 2015 and effective January 20, 2015 (the “Advisory Agreement”), which had an initial one-year term, subject to renewals by the Company’s board of directors (the “Board”) for an unlimited number of successive one-year periods. On January 4, 2017, the Company entered into Amendment No. 2 to the Advisory Agreement (the “Amendment”), effective as of January 20, 2017, whereby the term of the Advisory Agreement was extended for an additional one-year term expiring January 20, 2018. 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.

Item 7.01. Regulation FD Disclosure.

On January 6, 2017, the Company issued a letter to its stockholders announcing an amendment to its share repurchase program (the “Share Repurchase Program”), as discussed in greater detail in Item 8.01 below. A copy of the letter to stockholders is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information furnished under this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act of 1933, as amended, unless it is specifically incorporated by reference therein.

Item 8.01. Other Events.

Amendment to Share Repurchase Program

On January 4, 2017, the Board amended the Share Repurchase Program to provide that the Board may amend, suspend or terminate the Share Repurchase Program at any time upon 10 days’ prior written notice to the Company’s stockholders, which notice may be provided by including such information (a) in a Current Report on Form 8-K or in the Company’s annual or quarterly reports, all publicly filed or furnished with the Securities and Exchange Commission, or (b) in a separate mailing to the Company’s stockholders. The terms of the Share Repurchase Program otherwise remain unchanged.

Item 9.01. Financial Statements and Exhibits.

- (d) Exhibits.

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

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: January 6, 2017

MOODY NATIONAL REIT II, INC.

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

EXHIBIT INDEX

Exhibit No. Description

- 10.1 Amendment No. 2 to the Advisory Agreement, dated as of January 4, 2017, by and among Moody National REIT II, Inc., Moody National Operating Partnership II, L.P. and Moody National Advisor II, LLC
- 99.1 Moody National REIT II, Inc. Letter to Stockholders dated January 6, 2017

**AMENDMENT NO. 2
TO THE
ADVISORY AGREEMENT**

This Amendment No. 2 to the Advisory Agreement (this "Amendment") is made and entered into as of January 4, 2017 by and among Moody National REIT II, Inc., a Maryland corporation (the "Company"), Moody National Operating Partnership II, L.P., a Delaware limited partnership (the "Operating Partnership"), and Moody National Advisor II, LLC, a Delaware limited liability company (the "Advisor"). The Company, the Operating Partnership, and the Advisor are collectively referred to herein as the "Parties." 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;

WHEREAS, the Parties previously entered into that certain Amendment No. 1 to the Advisory Agreement, dated as of January 19, 2016, which extended the term of the Advisory Agreement until January 20, 2017; 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, effective as of January 20, 2017 and ending on January 20, 2018.

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, 2017 for an additional one year term ending on January 20, 2018.

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

Moody National Operating Partnership II, LP

By: Moody National REIT II, Inc., its General Partner

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

Moody National Advisor II, LLC

By: Moody National REIT Sponsor, LLC

By: Moody National REIT Sponsor SM, LLC

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

[Signature Page to Amendment No. 2 to Advisory Agreement]



6363 Woodway Drive, Suite 110
Houston, Texas 77057
(713) 977-7500

www.moodynationalreit.com

January 6, 2017

To Our Stockholders:

I am writing to inform you of an important update regarding Moody National REIT II, Inc. (the "Company").

Pursuant to the terms of the Company's share repurchase program (the "SRP"), the board of directors (the "Board") of the Company may, in its sole discretion, amend the SRP if the Board believes that doing so is in the best interest of the Company's stockholders. Accordingly, on January 4, 2017, the Board elected to amend the SRP to provide that, effective as of February 6, 2017, the Board may amend, suspend or terminate the share repurchase program at any time upon 10 days' prior written notice to the Company's stockholders, which notice may be provided by including such information (a) in a Current Report on Form 8-K or in the Company's annual or quarterly reports, all publicly filed or furnished with the Securities and Exchange Commission, or (b) in a separate mailing to the Company's stockholders. All other material terms of the SRP remain unchanged.

Should you have any questions, please contact Investor Services at 888-457-2358.

Thank you for your continued support of the Company.

Sincerely,

/s/ Brett C. Moody
Brett C. Moody
Chairman of the Board, Chief Executive Officer and President
Moody National REIT II, Inc.