
**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 24, 2017**

MEDICAL TRANSCRIPTION BILLING, CORP.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

333-192989

(Commission
File Number)

22-3832302

(IRS Employer
Identification No.)

7 Clyde Road, Somerset, New Jersey, 08873

(Address of principal executive offices, zip code)

(732) 873-5133

(Registrant's telephone number, including area code)

Not Applicable

(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 (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))
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Item 1.01 Entry into a Material Definitive Agreement

On January 23, 2017, Medical Transcription Billing, Corp. (“MTBC”) and MTBC Acquisition, Corp. (“MAC”), a wholly owned subsidiary of MTBC, entered into a Second Amendment to its Assignment Agreement dated as of October 3, 2016 with The Prudential Insurance Company of America and Prudential Retirement Insurance and Annuity Company (together “Prudential”).

Pursuant to the Assignment Agreement, MAC acquired senior secured notes from Prudential that were secured by the assets of MediGain, LLC, a Texas limited liability company, and its affiliate Millennium Practice Management Associates, LLC, a New Jersey limited liability company. The total purchase price for the senior secured notes was \$7,000,000. Pursuant to the Assignment Agreement, MTBC paid \$2,000,000 of the purchase price at closing and agreed to pay the remaining \$5,000,000 within 90 days thereafter. Please see MTBC’s Current Report on Form 8-K filed on October 5, 2016 for more information regarding the Assignment Agreement.

Pursuant to the First Amendment to the Assignment Agreement, the parties agreed that the remaining \$5,000,000 will be payable on a revised timeline in two installments. The first installment of \$3,000,000 was to be due by January 23, 2017, with the second installment of \$2,000,000 due by May 15, 2017. Please see MTBC’s Current Report on Form 8-K filed on January 6, 2017 for more information regarding the First Amendment to the Assignment Agreement.

Pursuant to the Second Amendment to the Assignment Agreement, the parties agreed that the first installment of \$3,000,000.00 will not be due January 23, 2017, but will instead be due on or before March 9, 2017, or such later date determined by Prudential, in their sole discretion. The Second Amendment to the Assignment Agreement should be read in conjunction with the First Amendment to the Assignment Agreement, a copy of which was attached as Exhibit 10.1 to MTBC’s Current Report on Form 8-K filed on January 6, 2017.

The foregoing description of the Second Amendment to Assignment Agreement does not purport to be complete and is qualified entirely by reference to the complete text of such document, a copy of which is attached as an exhibit to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

2.1 Second Amendment to Assignment Agreement, dated as of January 23, 2017, by and among Medical Transcription Billing, Corp., MTBC Acquisition, Corp., The Prudential Insurance Company of America and Prudential Retirement Insurance and Annuity Company.

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.

Medical Transcription Billing, Corp.

Date: January 24, 2017

By: /s/ Mahmud Haq

Mahmud Haq

Chairman of the Board and Chief Executive Officer

**SECOND AMENDMENT TO
ASSIGNMENT AGREEMENT**

THIS SECOND AMENDMENT TO ASSIGNMENT AGREEMENT (this "Amendment"), dated as of January 23, 2017, is entered into by and among THE PRUDENTIAL INSURANCE COMPANY OF AMERICA ("PICA"), PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY (together with PICA, "Sellers"), MTBC ACQUISITION, CORP. ("Buyer"), and MEDICAL TRANSCRIPTION BILLING, CORP. ("Parent").

RECITALS:

WHEREAS, Sellers, Buyer, and Parent are parties to that certain Assignment Agreement, dated October 3, 2016, and a certain First Amendment to Assignment Agreement, dated January 3, 2017 (together, the "Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement);

WHEREAS, Buyer and Parent have requested certain amendments to the Agreement; and

WHEREAS, Sellers have agreed to such amendments in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. Amendments to the Agreement. Subpart (b) of the first sentence in Section 1 of the Agreement is hereby amended by deleting "on or before January 23, 2017" and replacing it with "on or before March 9, 2017, or such later date determined by Sellers, in their sole discretion."

2. Miscellaneous. Sellers, Buyer, and Parent hereby confirm that the Agreement is in full force and effect according to its terms, as such terms are amended by this Amendment. All matters relating to the interpretation, construction, validity and enforcement of this Amendment shall be governed by and construed in accordance with the laws governing the Agreement in the manner set forth in the Agreement. This Amendment sets forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto. This Amendment may be executed in multiple counterparts, each of which when taken together, shall constitute one and the same instrument. Facsimile and PDF signatures shall be deemed originals.

[Remainder of page intentionally left blank]

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

SELLERS:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: /s/ Paul Procyk
Paul Procyk
Vice President

PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY

By: PGIM, Inc., as investment manager

By: /s/ Paul Procyk
Paul Procyk
Vice President

Signature Page to Second Amendment to Assignment Agreement

BUYER:

MTBC ACQUISITION, CORP.

By: /s/ Mahmud Haq

Mahmud Haq
CEO

PARENT:

MEDICAL TRANSCRIPTION BILLING, CORP.

By: /s/ Stephen A. Snyder

Stephen A. Snyder
President

Signature Page to Second Amendment to Assignment Agreement
