
**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): July 25, 2011

OPTICAL CABLE CORPORATION

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction of
incorporation or organization)

000-27022
(Commission
File Number)

54-1237042
(I.R.S. Employer
Identification Number)

5290 Concourse Drive
Roanoke, VA
(Address of principal executive offices)

24019
(Zip Code)

(540) 265-0690
(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 (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))
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Item 1.01 Entry into a Material Definitive Agreement

On April 30, 2010, Optical Cable Corporation (the “Company”) and SunTrust Bank (the “Bank”) entered into a revolving credit facility consisting of a Commercial Note and Agreement to Commercial Note under which the Bank provided the Company with a revolving line of credit for the working capital needs of the Company (the “Commercial Loan”). The Commercial Loan was due to mature on May 31, 2012. On July 25, 2011, the Company entered into a binding letter of renewal of commercial note extending the Commercial Loan to May 31, 2013. The Binding Letter of Renewal is attached hereto as Exhibit 99.1 and incorporated herein by reference.

The Commercial Loan provides the Company the ability to borrow an aggregate principal amount at any one time outstanding not to exceed the lesser of (i) \$6,000,000, or (ii) the sum of 85% of certain receivables aged 90 days or less plus 35% of the lesser of \$1,000,000 or certain foreign receivables plus 25% of certain raw materials inventory. Within the Revolving Loan Limit, the Company may borrow, repay, and reborrow, at any time or from time to time until May 31, 2013.

Advances under the Commercial Loan accrue at the greater of LIBOR plus 2%, or 3.0%. Accrued interest on the outstanding principal balance shall be paid on the first day of each month, with all then outstanding principal, interest, fees and costs due on May 31, 2013.

Also on July 25, 2011, the Company for itself and as successor by merger to Superior Modular Products Incorporated, formerly a Delaware corporation and Valley Bank, a Virginia banking corporation, its affiliates and their successors and assigns entered into a Fourth Loan Modification Agreement for the purpose of amending the definition of “SunTrust Debt” to provide for the extension of the Commercial Loan. The Fourth Loan Modification Agreement dated July 25, 2011 is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 9.01.Financial Statements and Exhibits

(c) Exhibits

The following is filed as an Exhibit to this Report.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
99.1	Binding Letter of Renewal dated July 25, 2011. (FILED HEREWITH)
99.2	Fourth Loan Modification Agreement dated July 25, 2011. (FILED HEREWITH)

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.

OPTICAL CABLE CORPORATION

By: /s/ Tracy G. Smith
Name: Tracy G. Smith
Title: Senior Vice President and
Chief Financial Officer

Dated: July 26, 2011



J Graham Leonard III
Suntrust Bank
10 Franklin Road
Roanoke, VA 24011

July 18, 2011

Tracy G. Smith, CFO, SVP
Optical Cable Corporation
5290 Concourse Drive
Roanoke, VA 24019

Subject: Renewal of Commercial Note and Extension of Maturity Date

Dear Tracy:

SunTrust Bank hereby agrees to renew your open-end revolving line of credit under Commercial Note Number 6899978-34,26,18 (the "Note"), dated April 30, 2010 made by Optical Cable Corporation (the "Borrower"). Upon our receipt of the original of this letter duly executed by you as provided below, we hereby agree to extend the current maturity date of May 31, 2012 to May 31, 2013. If the Note is not renewed, the outstanding principal amount and all unpaid accrued interest will be due and payable on the current maturity date.

Other than the maturity date as changed above, all other terms and conditions of the Note and all other documents executed in connection with the Note remain unchanged unless otherwise agreed in a separate writing by SunTrust. Any collateral or guaranties which currently secure the Note will continue to secure the Note as renewed.

If you have questions regarding this matter, please call me at 540-982-3120.

Sincerely,

/s/ J Graham Leonard III

J Graham Leonard III
Senior Vice President
SunTrust Bank

Acknowledge your acceptance of the above terms by executing the original of this letter and returning it in the envelope provided no later than July 29, 2011.

By accepting this extension of the Note, the Borrower represents and warrants to SunTrust that all representations and warranties made by the Borrower in the Note and any other documents executed in connection therewith are true and correct on the renewal date, July 25, 2011, and that no event of default exists on such renewal date.

Accepted and agreed this 25th day of July, 2011.

Optical Cable Corporation

/s/ Tracy G. Smith

Tracy G. Smith, SVP and CFO

FOURTH LOAN MODIFICATION AGREEMENT

THIS FOURTH LOAN MODIFICATION AGREEMENT, is made as of the 25th day of July, 2011, by and between OPTICAL CABLE CORPORATION, a Virginia corporation (the "Borrower"), for itself and as successor by merger to Superior Modular Products Incorporated, formerly a Delaware corporation and VALLEY BANK, a Virginia banking corporation, its affiliates and their successors and assigns (the "Bank").

WHEREAS, the Borrower and Superior Modular Products Incorporated and the Bank entered into that certain Credit Agreement dated May 30, 2008, which was amended by that certain First Loan Modification Agreement (the "First Modification") between the Borrower and the Bank dated as of the 16th day of February, 2010, by that certain Second Loan Modification Agreement (the "Second Modification") between the Borrower and the Bank dated as of the 30th day of April, 2010 and by that certain Third Loan Modification Agreement ("Third Modification") between the Borrower and the Bank dated as of the 22nd day of April, 2011 (as amended, the "Credit Agreement");

WHEREAS, the current outstanding principal amount of Term Loan A is \$2,110,865.12 and the current outstanding principal amount of Term Loan B is \$6,125,278.70 and both the Revolving Loan and the Capital Acquisitions Term Loan have been paid in full and satisfied; and

WHEREAS, the Borrower and the Bank desire to modify the terms of the Credit Agreement to (i) revise the definition of SunTrust Debt and (ii) agree to such other matters as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained

herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated in and constitute terms of this Agreement.
2. Capitalized terms contained in this Agreement which are not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.
3. The Credit Agreement is amended as follows:

A. The definition of "SunTrust Debt" in Section 1.1 is deleted in its entirety and replaced with the following:

"SunTrust Debt" means that certain \$6,000,000 revolving loan made by SunTrust Bank to the Borrower evidenced by that certain commercial note from the Borrower to the Bank dated April 30, 2010, and the related Commercial Security Agreement, Agreement to Note and other related documents, the maturity of which may be extended from time to time.

4. As a condition of this Agreement, the Borrower shall pay the fees and costs of the Bank's counsel.
5. The modifications contained in this Agreement do not constitute or create a novation of any of the Loan Documents or the Loans.
6. Except as expressly modified hereby and by the First Modification, the Second Modification, and the Third Modification all terms and conditions of the Loan Documents remain unchanged, and of full force and effect in accordance with their terms.
7. The Borrower hereby ratifies all of the Loan Documents, as expressly modified hereby and by the First Modification, the Second Modification, and the Third Modification certifies that they are enforceable in accordance with their terms, without defense or offset, and affirms that Term Loan A and Term Loan B are secured by a first lien deed of trust on the Real Property.

8. The Borrower represents and warrants to the Bank to induce the Bank to enter into this Agreement, that the execution, delivery and performance of this Agreement has been duly authorized by all requisite action and such authorization has not been rescinded, and that all representations and warranties made by it in the Loan Documents are true, correct and enforceable on and as of the date hereof.

9. The effective date of this Agreement shall be the date first hereinabove written.

10. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. The parties consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia, specifically to the courts of the City of Roanoke, Virginia, and to the jurisdiction and venue of the United States District Court for the Western District of Virginia in connection with any action, suit or proceeding arising out of or relating to this Agreement.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. This Agreement may be signed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Fourth Loan Modification Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWER:

OPTICAL CABLE CORPORATION

By: /s/ Tracy G. Smith

Name: Tracy G. Smith

Title: Senior Vice President,
Chief Financial Officer and Secretary

BANK:

VALLEY BANK

By: /s/ Scott L. Leffel

Name: Scott L. Leffel

Title: Vice President