
**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 20, 2012

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 8.01 Other Events

Item 9.01 Financial Statements and Exhibits

Signatures

Exhibits

Item 8.01. Other Events

On September 20, 2012, Optical Cable Corporation and BB&T Capital Markets, a division of Scott & Stringfellow, LLC executed an Agreement to purchase and retire up to 320,000 of the Company's common stock (the "Agreement"). The Company anticipates that the purchases will be made during the next 12 to 24 months unless the entire number of shares expected to be purchased under the agreement is sooner acquired. To date, there have been no purchases under the Agreement.

The press release announcing the repurchase plan is attached hereto as Exhibit 99.1 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>
10.1	10b5-1 Repurchase Agreement (FILED HEREWITH)
99.1	Press release dated September 21, 2012 announcing the repurchase plan. (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: September 21, 2012

EXHIBIT INDEX

OPTICAL CABLE CORPORATION

Current report on Form 8-K

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
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OPTICAL CABLE CORPORATION
10b5-1 REPURCHASE AGREEMENT

This 10b5-1 Repurchase Agreement (this "Repurchase Agreement") is dated as of September 20, 2012, between Optical Cable Corporation, a Virginia corporation (the "Company"), and BB&T Capital Markets, a division of Scott & Stringfellow, LLC, a Virginia limited liability company. ("Broker").

WHEREAS, the Company desires to repurchase shares of its common stock (the "Stock") in the open market and in private transactions; and

WHEREAS, the Company desires to engage the Broker to effect repurchases of shares of Stock in accordance with this Repurchase Agreement;

NOW, THEREFORE, the Company and the Broker hereby agree as follows:

1. Repurchases

A. Subject to the Company's continued compliance with Section 2 hereof, the Broker shall (i) effect a purchase or purchases (each, a "Purchase") of up to 320,000 shares of the Stock (the "Total Plan Shares") as set forth in Attachment 1, and (ii) effect each Purchase in accordance with the trade parameters and trade order set forth in Attachment 1.

Attachment 1 may be amended from time to time by Company with any such amendment being effective as soon as possible immediately following receipt by Broker, but in no event later than the next business day. Any such amendment shall be delivered by email or by fax from the President, Chief Financial Officer or any employee designated by either to Broker. If delivered by fax, such fax shall be transmitted to (804-649-0597), Attention: Reid Burford. If delivered by email, such email shall be delivered to rburford@bbandtcm.com.

B. Purchases shall be made in the open market. The Broker shall comply with all applicable requirements of Rule 10b-18 promulgated under the Securities Exchange Act of 1934 (the "Exchange Act"), specifically the requirements of paragraphs (b)(2), (b)(3) and (b)(4) of Rule 10b-18 under the Exchange Act, in connection with Purchases of Stock in the open market pursuant to this Repurchase Agreement. The Company agrees not to take any action that would cause Purchases not to comply with Rule 10b-18, Rule 10b5-1 or Regulation M.

2. Commission and Fees

The Company shall pay to the Broker a commission of \$.02 cents per share of Stock repurchased pursuant to this Repurchase Agreement. In addition, the Company shall pay to the Broker the DWAC fee for the transfer agent. In accordance with the Broker's customary procedures, the Broker will deposit shares of Stock purchased hereunder into an account established by the Broker for the Company against payment to the Broker of the purchase price therefor and commissions and other amounts in respect thereof payable pursuant to this Section. The Company will be notified of all transactions pursuant to customary trade confirmations.

3. Term of the Repurchase Agreement

A. This Repurchase Agreement shall become effective immediately and shall terminate upon the first to occur of the following:

- (i) the ending of the Trading Period, if any, as set forth in Attachment 1;
- (ii) the purchase of the number of Total Plan Shares pursuant to this Repurchase Agreement;
- (iii) the end of the second business day following the date of receipt by the Broker of notice of early termination signed by the Company's President or Chief Financial Officer, delivered to the Broker by fax, transmitted to (804-649-0597), Attention: Reid Burford;

- (iv) the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official, or the taking of any corporate action by the Company to authorize or commence any of the foregoing;
- (v) the public announcement of a tender or exchange offer for the Stock or of a merger, acquisition, recapitalization or other similar business combination or transaction as a result of which the Stock would be exchanged for or converted into cash, securities or other property; or
- (vi) the failure of the Company to comply with Section 2 hereof.

B. Sections 2 and 13 of this Repurchase Agreement shall survive any termination hereof. In addition, the Company's obligation under Section 2 hereof in respect of any shares of Stock purchased prior to any termination hereof shall survive any termination hereof.

4. Market Disruptions and Restrictions

The Company understands that the Broker may not be able to effect a Purchase due to a market disruption or a legal, regulatory or contractual restriction or internal policy applicable to the Broker or otherwise. If any Purchase cannot be executed as required by Section 1 due to a market disruption, a legal, regulatory or contractual restriction or internal policy applicable to the Broker or any other event, such Purchase shall be cancelled and shall not be effected pursuant to this Repurchase Agreement.

5. Representations of Company

The Company represents and warrants, on the date hereof and on the date of any amendment hereto, that:

A. it is not aware of material, nonpublic information with respect to the Company or any securities of the Company (including the Stock);

B. it is entering into or amending, as the case may be, this Repurchase Agreement in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Exchange Act or other applicable securities laws; and

C. its execution of this Repurchase Agreement or amendment hereto, as the case may be, and the Purchases contemplated hereby do not and will not violate or conflict with the Company's certificate of incorporation or bylaws or, if applicable, any similar constituent document, or any law, rule, regulation or agreement binding on or applicable to the Company or any of its subsidiaries or any of its or of their property or assets.

6. Rules 10b5-1 and 10b-18

It is the intent of the parties that this Repurchase Agreement comply with the requirements of Rule 10b5-1(c)(1)(i)(B) and Rule 10b-18 under the Exchange Act, and this Repurchase Agreement shall be interpreted to comply with the requirements thereof.

7. Notification and Indemnification

The Company shall, on the business day prior to the intended date of such purchase, notify the Broker of the intention on the part of any affiliated purchaser, as defined in Rule 10b-18, of the Company to purchase the Stock on any day if such purchase is to be effected otherwise than through the Broker pursuant to this Repurchase Agreement and the Broker shall refrain from purchasing any Stock hereunder on the day following receipt of such notice. The Company shall be solely responsible for any purchases made by the Broker as the Company's agent prior to the Broker's receipt of such written notice. Notwithstanding the foregoing, if the Broker receives such notice, the Broker may nevertheless be entitled to make, and the Company shall be solely responsible for, a purchase hereunder pursuant to a bid made before such notice is received by the Broker. The Company shall be solely responsible for notifying the Broker of any purchases of the Stock by any such affiliated purchaser, and, without limiting the generality of Section 14 hereof, the Company agrees to indemnify and hold harmless the Broker for any failure to so notify the Broker or any error in any such notification. The Company also acknowledges that any action that it takes that causes or influences any such affiliated purchaser to purchase the Stock may cause the Daily Share Purchase Amount to be reduced.

8. Exclusive Agreement

At the time of the Company's execution of this Repurchase Agreement, the Company has not entered into a similar agreement with respect to the Stock. The Company agrees not to enter into any such agreement while this Repurchase Agreement remains in effect.

9. Compliance

Except as specifically contemplated hereby, the Company shall be solely responsible for compliance with all statutes, rules and regulations applicable to the Company and the transactions contemplated hereby, including, without limitation, reporting and filing requirements.

10. Applicable Law

This Repurchase Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to its conflicts of laws provisions), and may be modified or amended only by a writing signed by the parties hereto.

11. Authorization of Program

The Company represents and warrants that the transactions contemplated hereby are consistent with the Company's publicly announced stock repurchase program ("Program") and said Program has been duly authorized by the Company's Board of Directors.

12. Stock Splits

The number of Total Plan Shares, other share amounts and prices, if applicable, set forth in section 1(a) shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Stock or any change in capitalization with respect to the Company that occurs during the term of this Repurchase Agreement.

13. Authority; Influence and Control

Except as contemplated by Section 1.A. and Section 3.A. iii. of this Repurchase Agreement, the Company acknowledges and agrees that it will have limited authority, influence or control over any Purchase effected by the Broker pursuant to this Repurchase Agreement and the Company will not attempt to exercise any authority, influence or control over Purchases. The Broker agrees not to seek advice from the Company with respect to the manner in which it effects Purchases under this Repurchase Agreement.

14. Indemnification

The Company agrees to indemnify and hold harmless the Broker and its affiliates and their officers, directors, employees and representatives against any loss, claim, damage or liability, including legal fees and expenses, arising out of any action or proceeding relating to this Repurchase Agreement or any Purchase, except to the extent that any such loss, claim, damage or liability is determined in a non-appealable determination of a court of competent jurisdiction to be solely the result of the indemnified person's willful misconduct or gross negligence.

15. Counterparts

This Repurchase Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have signed this Repurchase Agreement as of the date first written above.

BB&T Capital Markets,
a division of Scott & Stringfellow, LLC

Optical Cable Corporation

/s/ Reid Burford

/s/ Tracy G. Smith

By: Reid Burford

By: Tracy G. Smith

Its: Senior Vice President, Corporate Services

Its: Senior Vice President and Chief Financial Officer

**OPTICAL CABLE CORPORATION**

5290 Concourse Drive
 Roanoke, VA24019
 (Nasdaq GM: OCC)
www.occfiber.com

AT THE COMPANY:

Neil Wilkin
 Chairman, President & CEO
 (540) 265-0690
investorrelations@occfiber.com

Tracy Smith
 Senior Vice President & CFO
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FOR IMMEDIATE RELEASE

**OPTICAL CABLE CORPORATION
 ANNOUNCES SHARE REPURCHASE PLAN**

Up to 320,000 Outstanding Shares May be Repurchased

Roanoke, VA, September 21, 2012 – Optical Cable Corporation (Nasdaq GM: OCC) (“OCC®” or the “Company”) today announced that the Company’s Board of Directors has approved a plan to purchase and retire up to 320,000 shares of OCC’s common stock, or approximately 4.9% of the current shares outstanding. OCC anticipates that the purchases will be made during the next 12 to 24 months.

Neil Wilkin, President and Chief Executive Officer of OCC, said “The share repurchase plan announced today demonstrates the confidence of the Board of Directors in OCC’s strategy and long-term prospects. OCC has delivered strong earnings performance, as sales of our fiber optic cable products are driving top-line growth and we continue to control costs. In addition, we continue to maintain a strong balance sheet, which combined with our sales and earnings performance, provides us with the flexibility to implement this share repurchase plan while simultaneously delivering value to shareholders through a regular quarterly dividend.”

The new share repurchase program does not require the Company to acquire any specific number of shares and may be suspended, extended or terminated by the Company at any time without prior notice. According to the terms of the share repurchase program, purchases will only be made during periods in which the executive team and the Board of Directors are not aware of material inside information that would likely affect a seller’s decision to sell. The share repurchase plan is designed to comply with U.S. securities laws, rules and safe harbors for purchases that do not constitute tender offers. These restrictions can lengthen the time it may take for OCC to acquire its shares under this repurchase plan.

As of September 18, 2012, Optical Cable had approximately 6.5 million common shares outstanding.

Company Information

Optical Cable Corporation (“OCC[®]”) is a leading manufacturer of a broad range of fiber optic and copper data communications cabling and connectivity solutions primarily for the enterprise market, offering an integrated suite of high quality, warranted products which operate as a system solution or seamlessly integrate with other providers’ offerings. OCC’s product offerings include designs for uses ranging from commercial, enterprise network, datacenter, residential and campus installations to customized products for specialty applications and harsh environments, including military, industrial, mining and broadcast applications. OCC products include fiber optic and copper cabling, fiber optic and copper connectors, specialty fiber optic and copper connectors, fiber optic and copper patch cords, pre-terminated fiber optic and copper cable assemblies, racks, cabinets, datacom enclosures, patch panels, face plates, multi-media boxes and other cable and connectivity management accessories, and are designed to meet the most demanding needs of end-users, delivering a high degree of reliability and outstanding performance characteristics.

OCC[®] is internationally recognized for pioneering the design and production of fiber optic cables for the most demanding military field applications, as well as of fiber optic cables suitable for both indoor and outdoor use, and creating a broad product offering built on the evolution of these fundamental technologies. OCC also is internationally recognized for its role in establishing copper connectivity data communications standards, through its innovative and patented technologies.

Founded in 1983, OCC is headquartered in Roanoke, Virginia with offices, manufacturing and warehouse facilities located in each of Roanoke, Virginia, near Asheville, North Carolina and near Dallas, Texas. OCC primarily manufactures its fiber optic cables at its Roanoke facility which is ISO 9001:2008 registered and MIL-STD-790F certified, its enterprise connectivity products at its Asheville facility which is ISO 9001:2008 registered, and its military and harsh environment connectivity products and systems at its Dallas facility which is ISO 9001:2008 registered and MIL-STD-790F certified.

Optical Cable Corporation, OCC[®], Superior Modular Products, SMP Data Communications, Applied Optical Systems, and associated logos are trademarks of Optical Cable Corporation.

Further information about OCC is available on the Internet at www.occfiber.com.

FORWARD-LOOKING INFORMATION

This news release by Optical Cable Corporation and its subsidiaries (collectively, the “Company” or “OCC”) may contain certain forward-looking information within the meaning of the federal securities laws. The forward-looking information may include, among other information, (i) statements concerning our outlook for the future, (ii) statements of belief, anticipation or expectation, (iii) future plans, strategies or anticipated events, and (iv) similar information and statements concerning matters that are not historical facts. Such forward-looking information is subject to known and unknown variables, uncertainties, contingencies and risks that may cause actual events or results to differ materially from our expectations, and such known and unknown variables, uncertainties, contingencies and risks may also adversely affect Optical Cable Corporation and its subsidiaries, the Company’s future results of operations and future financial condition, and/or the future equity value of the Company. A partial list of such variables, uncertainties, contingencies and risks that could cause or contribute to such differences from our expectations or could otherwise adversely affect Optical Cable Corporation and its subsidiaries is set forth in Optical Cable Corporation’s quarterly and annual reports filed with the Securities and Exchange Commission (“SEC”) under the heading “Forward-Looking Information.” OCC’s quarterly and annual reports are available to the public on the SEC’s website at <http://www.sec.gov>. In providing forward-looking information, the Company expressly disclaims any obligation to update this information, whether as a result of new information, future events or otherwise except as required by applicable laws and regulations.

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