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

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**FORM 8-K**

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**Current Report**

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

Date of Report (Date of earliest event reported): August 31, 2012

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**OPTICAL CABLE CORPORATION**

(Exact name of registrant as specified in its charter)

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**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)

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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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[Table of Contents](#)

**Table of Contents**

<a href="#"><u>Item 1.01 Entry into a Material Definitive Agreement</u></a>	3
<a href="#"><u>Item 9.01 Financial Statements and Exhibits</u></a>	3
<a href="#"><u>Signatures</u></a>	4
Exhibits	

[Table of Contents](#)

**Item 1.01 Entry into a Definitive Agreement**

On August 31, 2012, Optical Cable Corporation (the “Company”) and Valley Bank (the “Bank”) entered into a Fifth Loan Modification Agreement (the “Agreement”) to the Credit Agreement dated May 30, 2008 entered into between the Company, Superior Modular Products Incorporated and Valley Bank.

The primary purpose of the Agreement was to revise the interest rate of Term Loan A and Term Loan B and the applicable repayment installments. The fixed interest rate of the two term loans was lowered to 4.25% from 5.85%.

The two loans are generally secured by the land and buildings at the Company’s headquarters and manufacturing facilities located in Roanoke, Virginia and its manufacturing and office facilities located near Asheville, North Carolina.

The Fifth Loan Modification Agreement with Valley Bank is attached hereto as Exhibit 4.1 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>
4.1	Fifth Loan Modification Agreement dated August 31, 2012 (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: August 31, 2012

**FIFTH LOAN MODIFICATION AGREEMENT**

THIS FIFTH LOAN MODIFICATION AGREEMENT, is made as of the 31st day of August, 2012, 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") dated as of the 16th day of February, 2010, by that certain Second Loan Modification Agreement (the "Second Modification") dated as of the 30<sup>th</sup> day of April, 2010, and by that certain Third Loan Modification Agreement (the "Third Modification") dated as of the 22<sup>nd</sup> day of April, 2011, and that certain Fourth Loan Modification Agreement dated as of 25<sup>th</sup> day of July, 2011 (as amended, the "Credit Agreement");

WHEREAS, the current outstanding principal amount of Term Loan A is \$2,058,762.65 and the current outstanding principal amount of Term Loan B is \$5,974,088.47; and

WHEREAS, the Borrower and the Bank desire to modify the terms of the Credit Agreement to (i) revise the interest rate of Term Loan A and Term Loan B and the applicable repayment installments, and (iii) 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. Subsection 3.1(b)(ii) is deleted in its entirety and replaced with the following:
    - (ii) Term Loan A Interest and Repayment. Term Loan A shall be evidenced by Term Loan A Note, payable to the order of the Bank, in the principal amount of Term Loan A Limit. Term Loan A shall accrue interest at four and 25/100 percent (4.25%) per annum based on a 360 day year, amortized over a 25 year period from the Closing Date. The remainder of repayment shall be made as follows: 68 equal payments of principal and interest in the amount of \$12,553.02 in immediately available funds at the Head Office of the Bank on the first day of each month commencing on September 1, 2012, plus one final payment of principal and interest in the amount of \$1,674,217.22 and all then outstanding principal, interest, fees and costs due on Term Loan A Termination Date.
  - D. Subsection 3.1(c)(ii) is deleted in its entirety and replaced with the following:
    - (ii) Term Loan B Interest and Repayment. Term Loan B shall be evidenced by Term Loan B Note, payable to the order of the Bank, in the principal amount of Term Loan B Limit. Term Loan B shall accrue interest at four and 25/100 percent (4.25%) per annum based on a 360 day year, amortized over a 25 year period from the Closing Date. The remainder of repayment shall be made as follows: 68 equal payments of principal and interest in the amount of \$36,426.17 in immediately available funds at the Head Office of the Bank on the first day of each month commencing on September 1, 2012, plus one final payment of principal and interest in the amount of \$4,858,220.37 and all then outstanding principal, interest, fees and costs due on Term Loan B Termination Date.
4. As conditions of this Agreement, the Borrower shall:
  - A. Pay the Bank a modification fee of \$25,000.00;
  - B. Pay fees and costs of the Bank's counsel; and
  - C. Provide the Bank satisfactory evidence of due authorization and execution of this Agreement.

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 and the Second Modification, the Third Modification and the Fourth 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, the Third Modification, and the Fourth Modification, and 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.

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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 Fifth 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

Witness:

/s/ Deborah C. Burch

Name: Deborah C. Burch

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