
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 8, 2014

KVH Industries, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-28082
(Commission
File Number)

05-0420589
(IRS Employer Identification No.)

50 Enterprise Center
Middletown, RI
(Address of Principal Executive Offices)

02842
(Zip Code)

Registrant's telephone number, including area code: (401) 847-3327

(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 (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 240.14d-2(b))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On January 8, 2014, the Company and Bank of America, N.A. (the "Lender") entered into the Ninth Amendment and Note Modification Agreement (the "Amendment") to the Amended and Restated Credit and Security Agreement, dated July 17, 2003 (as amended to date, the "Credit Agreement") and the Amended and Restated Revolving Credit Note, dated May 9, 2013 in the amount of \$30.0 million (as may be further amended, restated or replaced, the "Note"). The Amendment extended the maturity date of the Credit Agreement and the Note from December 31, 2014 to December 31, 2015. Although the Amendment was signed on January 8, 2014, the parties made it effective as of December 31, 2013.

The foregoing description of the Amendment is qualified in its entirety by reference to the Amendment filed as Exhibit 10.1 to this Report on Form 8-K and incorporated by reference herein.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit No.	Description
10.1	Ninth Amendment and Note Modification Agreement, dated as of December 31, 2013, by and between Bank of America, N.A. (the "Lender") and KVH Industries, Inc. (the "Borrower").

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.

Date: January 13, 2014

KVH INDUSTRIES, INC.

BY: _____ /s/ PETER A. RENDALL

Peter A. Rendall
Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Ninth Amendment and Note Modification Agreement, dated as of December 31, 2013, by and between Bank of America, N.A. (the "Lender") and KVH Industries, Inc. (the "Borrower").

NINTH AMENDMENT AND NOTE MODIFICATION AGREEMENT

THIS NINTH AMENDMENT (this "Amendment") is made as of the 31st day of December, 2013 by and between **KVH Industries, Inc.**, a Delaware corporation with its principal place of business located at 50 Enterprise Center, Middletown, Rhode Island (the "Borrower"), and **Bank of America, N.A.** (successor-by-merger with Fleet National Bank and assignee of Banc of America Leasing & Capital, LLC [itself a successor-by-merger with Fleet Capital Corporation]), a national banking association with a place of business located at 111 Westminster Street, Providence, Rhode Island (the "Lender").

PURPOSE:

On July 17, 2003, the Borrower, Fleet Capital Corporation (predecessor-in-interest to Banc of America Leasing & Capital, LLC) and Fleet National Bank (predecessor-in-interest to the Lender, as issuing lender and cash management bank) entered into, among other things, that certain Amended and Restated Credit and Security Agreement (as amended to date, the "Credit Agreement") providing for a line of credit (the "Line") to the Borrower.

As further evidence of the Line, the Borrower executed and delivered that certain Amended and Restated Revolving Credit Note dated May 9, 2013 in the amount of \$30,000,000 (as may be further amended, restated or replaced, the "Note").

Banc of America Leasing & Capital, LLC assigned all of its rights in and to the Credit Agreement and the Note, together with any and all other documents executed and/or prepared in connection therewith (collectively, the "Loan Documents"), to the Lender pursuant to that certain Assignment and Assumption and Amendment and Note Modification Agreement dated as of July 17, 2006, by and among the Borrower, Bank of America Leasing & Capital, LLC and the Lender. On December 28, 2006, the parties hereto entered into that certain Second Amendment and Note Modification Agreement, on August 20, 2007, the parties hereto entered into that certain Third Amendment and Note Modification Agreement, on December 31, 2008, the parties hereto entered into that certain Fourth Amendment and Note Modification Agreement, on June 9, 2011, the parties hereto entered into that certain Fifth Amendment and Note Modification Agreement, on March 1, 2012, the parties entered into that certain Sixth Amendment, on September 17, 2012 the parties entered into that certain Seventh Amendment, and on May 9, 2013, the parties entered into that certain Eighth Amendment.

The Lender and the Borrower are desirous of extending the maturity date of the Line under the Credit Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows (capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement):

1. The references to "December 31, 2014" appearing (a) in the definition of "Revolving Credit Maturity Date" set forth in Section 1.1 of the Credit Agreement, and (b) as the maturity date in the Note, are hereby amended to each read "December 31, 2015".

2. Except as modified hereby, the Borrower hereby affirms and restates all of the covenants and agreements made and set forth in the Loan Documents and any and all other documents executed in connection therewith.

3. All references to the Credit Agreement appearing in the Note, the Loan Documents and any and all other documents executed in connection therewith shall be deemed to mean the Credit Agreement as amended hereby.

4. Borrower represents and warrants to Lender that: (a) Borrower has the full power and authority to execute, deliver and perform its respective obligations under, the Credit Agreement, as amended by this Amendment, (b) the execution and delivery of this Amendment have been duly authorized by all necessary action of the Board of Directors of Borrower; (c) the representations and warranties contained or referred to in the Credit Agreement are true and accurate in all material respects as of the date of this Amendment (except to the extent that such representations and warranties expressly relate to an earlier date or have been publicly disclosed in a prior filing with the Securities and Exchange Commission); and (d) no Event of Default has occurred and is continuing or will result after giving effect to this Amendment and the transactions contemplated by this Amendment and the Credit Agreement.

5. This Amendment shall take effect upon the receipt by the Lender of (a) this Amendment duly executed by the Borrower and Lender; and (b) payment of all reasonable costs and expenses (including, without limitation, the reasonable costs and expenses of Lender's counsel) incurred by Lender in connection with this Amendment.

6. Any provision of this Amendment which is prohibited or unenforceable under any jurisdiction shall, as to such jurisdiction, be ineffective, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

7. This Amendment is intended by the parties hereto as a final expression of this Amendment and is also intended as a complete and exclusive statement of the terms hereof. No course of dealing, course of performance or trade usage, and no patrol or evidence of any nature shall be used to supplement or modify any terms hereof.

8. This Amendment has been negotiated, executed, and delivered in, and shall be deemed to have been made in the State of Rhode Island, and the validity of this Amendment, its construction, interpretation and enforcement, and the rights of the parties hereunder shall be determined under, governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Rhode Island.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date first above written.

WITNESS: /s/ Eileen Pribula

KVH INDUSTRIES, INC.

By: /s/ Peter Rendall

Name: Peter Rendall

Title: Chief Financial Officer

BANK OF AMERICA, N.A.

By: /s/ Donald C. McQueen

Name: Donald C. McQueen

Title: Senior Vice President