
**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): November 9, 2012



Daktronics, Inc.

(Exact name of registrant as specified in its charter)

South Dakota
(State or other jurisdiction
Incorporation or organization)

0-23246
(Commission
File Number)

46-0306862
(I.R.S. Employer
Identification Number)

**201 Daktronics Drive
Brookings, SD 57006**
(Address of principal executive office) (zip code)

(605) 692-0200
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

This Current Report on Form 8-K (the "Report") contains both historical and forward-looking statements that involve risks, uncertainties and assumptions. The statements contained in this Report that are not purely historical are forward-looking statements that are subject to the safe harbors created under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, including statements regarding our expectations, beliefs, intentions and strategies for the future. These statements appear in a number of places in this Report and include all statements that are not historical statements of fact regarding our intent, belief or current expectations with respect to, among other things: (i) our financing plans; (ii) trends affecting our financial condition or results of operations; (iii) our growth strategy and operating strategy; (iv) the declaration and payment of dividends; (v) the timing and magnitude of future contracts; (vi) parts shortages and longer lead times; (vii) fluctuations in margins; and (viii) the introduction of new products and technology. The words "may," "would," "could," "should," "will," "expect," "estimate," "anticipate," "believe," "intend," "plans" and similar expressions and variations thereof are intended to identify forward-looking statements. Investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, many of which are beyond our ability to control, and that actual results may differ materially from those projected in the forward-looking statements as a result of various factors discussed herein, including those discussed in detail in our filings with the Securities and Exchange Commission, including in our Annual Report on Form 10-K for the fiscal year ended April 28, 2012 in the section entitled "Item 1A. Risk Factors"

Section 1 – Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

(a) On November 9, 2012, Daktronics, Inc. (the "Company") entered into a Eleventh Amendment to Loan Agreement (the "Amendment") and a related Renewal Revolving Note (the "Renewal Note") with U.S. Bank National Association (the "Bank"). The Amendment and the Renewal Note amend the Company's original Loan Agreement and Revolving Note dated October 14, 1998 with the Bank (collectively, the "Original Credit Facility"). (The Original Credit Facility, as subsequently amended (including by the Amendment and the Renewal Note) are collectively referred to as the "Credit Facility"). The Amendment and the Renewal Note extend the maturity date of the Credit Facility from November 15, 2012 to November 15, 2013; extend the date of final expiration for outstanding letters of credit to November 15, 2015 in the case of letters of credit not exceeding \$500,000, to November 15, 2013 in the case of letters of credit not exceeding \$5,000,000, and to November 15, 2013 in the case of all other letters of credit. The balance of letters of credit outstanding as of November 09, 2012 was approximately \$3.0 million. The Credit Facility remains unsecured. There were no other advances outstanding as of November 09, 2012.

As a result of the strong cash position of the Company, the Company determined that it was appropriate to not make any material changes to the Credit Facility. As of October 27, 2012, the Company had approximately \$79 million of available and unrestricted cash and marketable securities, which it feels diminishes the need for a larger credit facility or other material amendments to the Credit Facility, although this situation could change.

Also on November 9, 2012, the Company entered into the Fourth Amendment to Loan Agreement (the "BoA Amendment"), a related Reaffirmation of and Second Amendment to Unlimited Guaranty Agreement ("the BoA Guaranty"), and a related Amended and Restated Revolving Note (the "BoA Note") with Bank of American, N.A. ("BoA"). The BoA Amendment, the BoA Guaranty, and the BoA Note amend the Company's Loan Agreement and Revolving Note dated June 15, 2012, with BoA (the "Original BoA Loan"). (The Original BoA Loan, as subsequently amended (including by the BoA Amendment, the BoA Guaranty, and the BoA Note) are collectively referred to as the "BoA Credit Facility"). The BoA Amendment, BoA Guaranty, and the BoA Note increase the principal amount of the BoA Credit Facility from \$20,000,000 to \$35,000,000 and otherwise conform the terms of the BoA Credit Facility to the terms of the Credit Facility. The BoA Credit Facility is intended to support the Company's credit needs outside of the United States. It includes facilities for letters of credit and bank guarantees and to secure foreign loans. The BoA Credit Facility remains unsecured. As of October 27, 2012, there was less than \$1 million in advances outstanding and no outstanding bank guarantees under the BoA Credit Facility.

The foregoing description of the Amendment, the Renewal Note, the BoA Amendment, the BoA Guaranty and the BoA Note is qualified in its entirety by reference to such documents, copies of which are filed as Exhibits 10.1, 10.2, 10.3, 10.4, and 10.5 to this Current Report on Form 8-K and incorporated herein by reference.

Section 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(d) The following exhibits are filed with this Form 8-K:

- [10.1 Eleventh Amendment to Loan Agreement dated November 9, 2012 by and between the Company and the Bank.](#)
- [10.2 Renewal Revolving Note dated November 09, 2012 issued by the Company to the Bank.](#)
- [10.3 Fourth Amendment to Loan Agreement dated November 9, 2012 by and between BoA and the Company.](#)
- [10.4 Reaffirmation of and Second Amendment to Unlimited Guaranty Agreement dated November 9, 2012 by and between the Company and BoA.](#)
- [10.5 Amended and Rested Revolving Note dated November 9, 2012 issued by the Company to BoA.](#)

SIGNATURE

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.

DAKTRONICS, INC.

By: /s/ Sheila M. Anderson

Sheila M. Anderson, Chief Financial Officer (Principal Executive Officer)

Date: November 14, 2012

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Eleventh Amendment to Loan Agreement dated November 9, 2012 by and between the Company and the Bank.
10.2	Renewal Revolving Note dated November 09, 2012 issued by the Company to the Bank.
10.3	Fourth Amendment to Loan Agreement dated November 9, 2012 by and between BoA and the Company.
10.4	Reaffirmation of and Second Amendment to Unlimited Guaranty Agreement dated November 9, 2012 by and between the Company and BoA.
10.5	Amended and Restated Revolving Note dated November 9, 2012 issued by the Company to BoA.

ELEVENTH AMENDMENT TO LOAN AGREEMENT

This Eleventh Amendment to Loan Agreement is made and entered into effective November 9, 2012, by and between **U.S. Bank National Association**, a national banking association, with an address of 141 North Main Avenue, Post Office Box 5308, Sioux Falls, South Dakota 57117-5308 ("Lender") and **Daktronics, Inc.**, a South Dakota corporation, with an address of 201 Daktronics Drive, Brookings, South Dakota 57006 ("Borrower").

RECITALS:

A. Lender and Borrower entered into a Loan Agreement dated October 14, 1998, and Borrower executed and delivered to Lender a Revolving Note dated October 14, 1998, in the original principal sum of \$15,000,000.00.

B. The Loan Agreement and Revolving Note were amended by an Amendment to Loan Agreement and a Modification of Promissory Note, each dated November 30, 1999, an Amendment to Loan Agreement and a Modification of Promissory Note, each dated December 8, 2000, a Third Amendment to Loan Agreement and Revolving Note dated June 20, 2002, a Fourth Amendment to Loan Agreement and Revolving Note dated December 2, 2003, a Fifth Amendment to Loan Agreement and Revolving Note dated October 1, 2005, a Sixth Amendment to Loan Agreement and a Renewal Revolving Note, each dated January 23, 2007, a Seventh Amendment to Loan Agreement and an Amendment to Renewal Revolving Note, each dated April 28, 2008, an Eighth Amendment to Loan Agreement and a Renewal Revolving Note, each dated November 4, 2009, a Ninth Amendment to Loan Agreement and a Renewal Revolving Note, each dated October 28, 2010, and a Tenth Amendment to Loan Agreement and a Renewal Revolving Note, each dated November 15, 2011.

C. Pursuant to the Eighth Amendment to Loan Agreement and the Renewal Revolving Note dated November 4, 2009, the loan amount was changed to \$35,000,000.00 (the "Revolving Loan").

D. Lender and Borrower mutually wish to renew and amend the Revolving Note (pursuant to a Renewal Revolving Note dated even date herewith), and to amend the Loan Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Borrower and Lender covenant and agree as follows:

1. The following definitions in Section 1.1 of the Loan Agreement are amended and restated as follows:

"Revolving Loan Maturity Date": November 15, 2013.

"Revolving Note": The Renewal Revolving Note dated November 9, 2012, along with any amendments, renewals, or extensions thereof.

2. Section 2.1 of the Loan Agreement is amended and restated as follows:

Section 2.1 Revolving Loan. Upon the terms and subject to the conditions hereof, Lender agrees to make available a revolving loan (the "Revolving Loan") to Borrower in the principal amount of Thirty-five Million and No/100 Dollars (\$35,000,000.00). Borrower may obtain advances, prepay and obtain new advances under the Revolving Loan.

Borrower may request and Lender, in its sole discretion, may issue as part of the Revolving Loan, letters of credit in a total amount not to exceed \$15,000,000.00. Letters of credit not exceeding a total amount of \$5,000,000.00 may have an expiration date of no later than November 15, 2014 and letters of credit not exceeding \$500,000.00 may have an expiration date of no later than November 15, 2015. Otherwise, all letters of credit will expire on or before November 15, 2013. The amount available to be borrowed under the Revolving Loan will be correspondingly reduced by the face amount of all letters of credit issued. Notwithstanding any agreement to the contrary, Lender will have no obligation to issue any letter of credit, or to amend, extend, renew or replace any letter of credit, unless it is in form and substance acceptable to Lender.

3. The following Section 2.4 is added to the Loan Agreement:

Section 2.4 Yield Protection. Lender may notify Borrower that events or conditions have occurred that may result in increased costs to Lender or reductions in amounts to be received by Lender (the "Event Notice"). Once the amount of the increased costs or reductions in amounts to be received is determined, Lender may give Borrower notice thereof (the "Payment Notice") and, within 30 days of the Payment Notice, Borrower shall pay Lender such additional amount or amounts as will compensate Lender for such increased costs or reduction in amounts to be received. Borrower shall not be required to compensate Lender pursuant to this paragraph for any increased costs or reductions suffered prior to the date that Lender sends Borrower the Event Notice.

4. Section 8.5 of the Loan Agreement is amended and restated to read as follows:

Section 8.5 Successors and Assigns; Disposition of Loans. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns, except that Borrower may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Lender. Lender may at any time sell, assign, transfer, grant participations in, or otherwise dispose of any portion of the Loans to banks or other financial institutions, without any restriction on the type of assignee or participant to whom Lender may transfer its interest. Any assignment or participation by Lender is not subject to Borrower's consent. Lender may provide information to prospective transferees in advance of a transfer without Borrower's consent or other restriction.

5. Except as modified herein, all the terms and conditions of the Loan Agreement, including previous amendments thereto, will remain in full force and effect.

6. Borrower acknowledges that the Loan Agreement and related Loan Documents are and will remain the legal and binding obligation of Borrower, free of any claim, defense, or offset.

BORROWER:
DAKTRONICS, INC.

By: /s/ James B. Morgan
James B. Morgan, Its Chief Executive Officer

By: /s/ Sheila M. Anderson
Sheila M. Anderson, Its Chief Financial Officer

LENDER:
U.S. BANK NATIONAL ASSOCIATION

By: /s/ Joseph E. Marsh
Joseph E. Marsh, Its Senior Vice President

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF BROOKINGS)

On this the 9th day of November, 2012, before me personally appeared James B. Morgan, known to me to be the Chief Executive Officer, and Sheila M. Anderson, known to me to be the Chief Financial Officer, of Daktronics, Inc., the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

By: /s/ Linda M. Karlstad
Notary Public - South Dakota

My Commission Expires: November 21, 2016
(seal)

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF MINNEHAHA)

On this the 9th day of November, 2012, before me personally appeared Joseph E. Marsh, known to me to be a Senior Vice President of U.S. Bank National Association, the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

By: /s/ Jean Thomas

Notary Public - South Dakota

My Commission Expires: October 5, 2017

(seal)

RENEWAL REVOLVING NOTE

\$35,000,000.00

Brookings, South Dakota

November 9, 2012

FOR VALUE RECEIVED, **Daktronics, Inc.**, a South Dakota corporation ("Borrower"), promises to pay to **U.S. Bank National Association**, a national banking association ("Lender", which term shall include any future holder hereof), at 141 North Main Avenue, Post Office Box 5308, Sioux Falls, South Dakota 57117-5308 or at such other place as Lender may from time to time designate in writing, the principal sum of Thirty-five Million and No/100 Dollars (\$35,000,000.00) or so much thereof as may be advanced hereunder and to pay interest on the outstanding principal balance hereof from time to time at a daily fluctuating rate tied to the One-Month Reserve Adjusted Reuters London Inter-Bank Offering Rate ("LIBOR"), with the rate tiers determined on the last day of each fiscal quarter of Borrower's accounting year, and based upon the following rate tiers:

1.	Total IBD / EBITDA ratio < 0.50x	LIBOR + 125 basis points
2.	Total IBD / EBITDA ratio = or > 0.50x and < 1.25x	LIBOR + 150 basis points
3.	Total IBD / EBITDA ratio = or > 1.25x	LIBOR + 175 basis points

Lender will tell Borrower the current LIBOR rate interest rate and rate tier upon Borrower's request. The initial rate tier shall be #1 above. The rate tier will not be adjusted more often than quarterly. Interest will be computed on the basis of actual days elapsed and a year of 360 days.

Interest is payable beginning December 1, 2012, and on the same date of each consecutive month thereafter, plus a final interest payment with the final payment of principal. Principal is payable on November 15, 2013, the "Revolving Loan Maturity Date."

This Note may be prepaid in full or in part at any time without indemnity. Prepayments of less than all the outstanding principal amount of this Note shall be applied upon principal payments in the inverse order of their maturities.

Failure to exercise any option provided herein will not constitute a waiver of the right to exercise the same in the event of any subsequent default. Borrower agrees that if, and as often as, this Note is given to an attorney for collection or to defend or enforce any of Lender's rights hereunder, Borrower will pay to the Lender its reasonable attorneys' fees, together with all court costs and other expenses paid by Lender.

Borrower waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Note and any lack of diligence or delays in collection or enforcement of this Note. Borrower agrees that this Note, or any payment hereunder, may be extended from time to time, and Borrower consents to the release of any party liable for the obligation evidenced by this Note, the release of any of the security for this Note, the acceptance of any other security therefor, or any other indulgence or forbearance whatsoever, all without notice to any party and without affecting the liability of Borrower.

THIS NOTE WILL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF SOUTH DAKOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS OR PRINCIPLES THEREOF, BUT GIVING EFFECT TO FEDERAL LAWS OF THE UNITED STATES APPLICABLE TO NATIONAL BANKS. WHENEVER POSSIBLE, EACH PROVISION OF THIS NOTE AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO, SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER SUCH APPLICABLE LAW, BUT, IF ANY PROVISION OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER SUCH APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO.

AT THE OPTION OF LENDER, THIS NOTE MAY BE ENFORCED IN ANY FEDERAL COURT OR SOUTH DAKOTA CIRCUIT COURT SITTING IN SIOUX FALLS OR BROOKINGS, SOUTH DAKOTA; AND BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT BORROWER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, LENDER AT ITS OPTION SHALL BE ENTITLED

TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

Borrower irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Note or any of the Loan Documents (as defined in the Loan Agreement) or the transactions contemplated hereby or thereby.

[signatures on following page]

DAKTRONICS, INC.

By: /s/ James B. Morgan
James B. Morgan, Its Chief Executive Officer

By: /s/ Sheila M. Anderson
Sheila M. Anderson, Its Chief Financial Officer

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF BROOKINGS)

On this the 9th day of November, 2012, before me personally appeared James B. Morgan, known to me to be the Chief Executive Officer, and Sheila M. Anderson, known to me to be the Chief Financial Officer, of Daktronics, Inc., the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

By: /s/ Linda M. Karlstad
Notary Public - South Dakota

My Commission Expires: 21 November 2016
(seal)

**FOURTH AMENDMENT
TO
LOAN AGREEMENT**

THIS FOURTH AMENDMENT TO LOAN AGREEMENT (this "Amendment") is made and entered into as of this 9th day of November , 2012, by and between Daktronics, Inc. ("Borrower") and Bank of America, N.A. ("Lender").

RECITALS

A. The Borrower and the Lender are parties to that certain Loan Agreement dated as of December 23, 2010, as amended by that certain First Amendment dated February 1, 2011, that certain Second Amendment dated November 15, 2011 and that certain Third Amendment dated June 15, 2012 (as amended, the "Loan Agreement"), whereby Lender extended certain credit facilities to the Borrower upon the terms and conditions set forth in the Loan Agreement. Capitalized terms not otherwise defined in this Amendment shall have the meanings given them in the Loan Agreement.

B. The parties are in mutual agreement that the Loan Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to the Loan Agreement. The Loan Agreement is hereby amended as follows:

a. The definition of "Revolving Loan Maturity Date" in Section 1.1 ("Defined Terms") is hereby amended in its entirety and as so amended is restated as follows:

"Revolving Loan Maturity Date": November 15, 2013.

b. Section 2.1 ("Revolving Loan") is hereby amended in its entirety and as so amended is restated as follows:

Section 2.1 Revolving Loan. Upon the terms and subject to the conditions hereof, Lender agrees to make available a revolving loan (the "Revolving Loan") to Borrower of Thirty Five Million and No/100 Dollars (\$35,000,000.00) (the "Revolving Loan Amount"). Borrower may obtain advances, prepay and obtain new advances under the Revolving Loan, subject to the prepayment provisions of Section 2.2. Lender also agrees to make available to the Foreign Subsidiaries letters of credit, multicurrency borrowings, bank guarantees, international allocation credits, and other products and services from time to time requested by the Borrower or such Foreign Subsidiaries to be provided to one or more Foreign Subsidiaries, on terms acceptable to Lender in its sole discretion (collectively, "Alternative Borrowing"), in an amount not to exceed, with all other advances or Domestic Letters of Credit outstanding, the Revolving Loan Amount, it being understood and agreed that the amount available to be borrowed under the Revolving Loan shall be correspondingly reduced by the face amount of all Alternative Borrowing issued. Further, Lender may, from time to time, at the request of Borrower and on terms satisfactory to Lender and Borrower, provide letters of credit to Borrower and its domestic affiliates and subsidiaries ("Domestic Letters of Credit"). The amount available to be borrowed under the Revolving Loan shall be reduced by the aggregate amount available to be drawn under any Domestic Letters of Credit, plus any unreimbursed amounts or letter of credit borrowings. In no event shall the amount outstanding under the Revolving Loan, including amounts outstanding from advances to Borrower or from Alternative Borrowing and Domestic Letters of Credit, exceed the Revolving Loan Amount. Lender shall charge an origination fee equal to a per annum basis of 0.50% of the face amount of any international letters of credit issued hereunder, payable in advance quarterly on the last day of the prior calendar quarter, as well as charge its standard issuance, documentation and examination fees therefore. All Alternative Borrowing shall have an expiration date no later than twenty four (24) months from the date of issuance, unless Lender, in its sole discretion, consents in writing to a longer term for any such Alternative Borrowing on terms and conditions that are satisfactory to it. Lender shall have no obligation to issue Alternative Borrowing, or to amend, extend, renew or replace any Alternative Borrowing, unless it is in form and substance acceptable to Lender. The Alternative Borrowing shall be guaranteed by Borrower's Guaranty dated December 23, 2010 (as amended), and the reference therein to the Loan in the principal amount of \$20,000,000.00 shall be deemed amended to the \$35,000,000.00 Revolving Loan described herein.

c. Section 2.4 ("Unused Commitment Fee") is hereby amended in its entirety and as so amended is restated as follows:

Borrower shall pay Lender an unused commitment fee in the amount of 0.125% of the difference between the maximum amount of the Revolving Loan amount and the average principal amount outstanding under the Revolving Loan amount for the preceding quarterly period, which shall include amounts allocated to Alternative Borrowing and Domestic Letters of Credit. Such fee shall be payable on or before the 30th day after the end of each calendar quarter.

2. **Representations.** The Borrower represents and warrants to the Lender as follows: (i) the covenants, representations and warranties of the Borrower as set forth in the Loan Agreement are hereby made again as of the date hereof and are true and correct in all respects as of the date hereof, except to the extent such covenants, representations and warranties relate solely to an earlier date, in which case such covenants, representations and warranties were true and correct in all respects as of such date, (ii) as of the date hereof, there is no Event of Default in existence, or any other act, omission, matter or other occurrence whatsoever which, with the giving of notice or the passage of time, or both, would give rise to or constitute an Event of Default; (iii) the Borrower has (a) full power, authority and legal right to own and operate all of its properties and assets and to carry on its respective business as now conducted and as proposed to be conducted; and (b) all requisite corporate power and authority to execute, deliver and fully perform all of the terms and conditions of this Amendment and all other agreements, documents and instruments contemplated hereby; and (vi) the Borrower shall (a) ensure, and cause all of its Subsidiaries to ensure, that no person who owns a controlling interest in or otherwise controls the Borrower, any guarantor or any subsidiary of any of them is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control (“OFAC”), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of any loans to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any subsidiary to comply, with all applicable Bank Secrecy Act laws and regulations, as amended. All representations and warranties contained in this Amendment shall survive the execution and delivery hereof and any investigation made by the Lender or its agents or representatives.
3. **Conditions to Effectiveness.** This Amendment shall become effective only upon the satisfaction of each of the following conditions precedent:
 - a. Execution and delivery by the Borrower and the Lender of this Amendment.
 - b. Execution and delivery of such other agreements, instruments, documents, certificates and opinions as the Lender may reasonably request.
 - c. The Borrower shall pay to the Lender, as additional consideration for this Amendment, all costs and expenses incurred by the Lender (including, without limitation, attorneys' fees) in connection with the preparation, execution and delivery of this Amendment.
 - d. Execution and delivery of a certificate of an officer of the Borrower (i) certifying that the execution, delivery and performance of this Amendment, the Reaffirmation and Second Amendment to Guaranty, and the performance of the Loan Agreement as amended hereby, have been duly approved by all necessary action of the governing board of the Borrower, and attaching true and correct copies of the applicable resolutions granting such approval, (ii) certifying that there have been no amendments to or restatements of the organizational documents of the Borrower as last furnished to the Lender, other than those that may be attached to the certificate, and (iii) certifying the names of the officers of the Borrower that are authorized to sign this Amendment, together with the true signatures of such officers.
 - e. The Reaffirmation and Second Amendment to Unlimited Guaranty Agreement (the “Reaffirmation and Second Amendment to Guaranty”) attached hereto as Exhibit A, duly executed by the Guarantor and delivered to Lender.
 - f. Execution and delivery by the Borrower of the Amended and Restated Revolving Note attached hereto as Exhibit B.
 - g. All corporate and other proceedings in connection with the transactions contemplated by this Amendment shall be satisfactory to the Lender, and the Lender shall have received all such counterpart originals or certified or other copies of such documents as it may reasonably request.
4. **Effective Time.** Subject to conditions set forth in Section 3, this Amendment shall be effective as of the date hereof.
5. **Continuing Effect; Inconsistency.** All of the terms and conditions of the Loan Agreement and the other Loan Documents remain in full force and effect, as amended hereby. Without limiting the foregoing, the Borrower acknowledges and agrees that each of the Loan Documents remains in full force and effect and the rights and remedies of the Lender, and the obligations of the parties thereunder and shall not be affected, impaired or discharged by reason of this Amendment or the transactions contemplated hereby. In the event there is determined to be any inconsistency between the terms and conditions of the existing Loan Documents and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern to the full extent of such inconsistency.

6. Cross Default; Remedies. Any breach of warranty, misrepresentation or nonfulfillment of any agreement on the part of the Borrower under any one or more of the existing Loan Documents, this Amendment or any agreement, document or instrument contemplated hereby, shall be and constitute a breach and default under each and all of the Loan Documents, this Amendment and all other agreements, documents and instruments. The Lender shall have all rights and remedies available under the Loan Documents, this Amendment and all agreements, documents and instruments contemplated hereby, and all other rights and remedies available to it at law, in equity or otherwise, upon any such breach of warranty, misrepresentation or nonfulfillment of agreement by the Borrower.
7. No Waiver. Nothing herein is intended or shall be construed as a waiver by the Lender of any breach, default or other nonfulfillment by the Borrower under the Loan Agreement or any of the other loan documents.
8. Waiver of Claims. THE BORROWER COVENANTS, REPRESENTS AND WARRANTS TO THE LENDER THAT THE NOTE, THE LOAN AGREEMENT AND OTHER LOAN DOCUMENTS ARE NOT SUBJECT TO ANY CREDITS, CHARGES, CLAIMS, OR RIGHTS OF OFFSET OR DEDUCTION OF ANY KIND OR CHARACTER WHATSOEVER; AND HEREBY RELEASES AND DISCHARGES THE LENDER, THEIR OFFICERS, DIRECTORS, ATTORNEYS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND AND CHARACTER, WHETHER KNOWN OR UNKNOWN AND WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED, CONTINGENT, DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION, ANY ACTION IN LAW OR EQUITY, THAT HAVE AT ANY TIME BEEN OWNED, OR THAT ARE HEREAFTER OWNED, BY THE BORROWER AND THAT ARISE OUT OF ANY ONE OR MORE CIRCUMSTANCES OR EVENTS THAT OCCURRED PRIOR TO THE DATE OF THIS AMENDMENT. MOREOVER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE BORROWER WAIVES ANY AND ALL CLAIMS NOW OR HEREAFTER ARISING FROM OR RELATED TO ANY DELAY BY THE LENDER IN EXERCISING ANY RIGHTS OR REMEDIES UNDER THE LOAN DOCUMENTS.
9. Acknowledgement. Borrower hereby acknowledges receipt of a copy of this Amendment.
10. No Future Obligation to Amend. The Borrower hereby expressly recognizes and agrees that the Lender was in no way obligated or required to enter into this Amendment, and that the Lender has not agreed to and are not obligated or required to, in the future, waive, revise, alter or amend any of the terms or conditions of the Loan Agreement or any of the other loan documents, or to provide Borrower with any additional credit facilities or other funds or credit.
11. Headings and Captions. The titles or captions of sections and paragraphs in this Amendment are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Amendment, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Amendment or any of its terms or conditions.
12. Further Documents and Actions. The Borrower agrees to execute and deliver to the Lender such additional documents and to take all such further actions as the Lender may reasonably require in order to reflect the amendments to the Loan Agreement effected by this Amendment.
13. Counterparts and Facsimile Signatures. This Amendment may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Receipt of an executed signature page to this Amendment by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of the executed Amendment shall be deemed to be originals thereof.
14. Recitals. The Recitals set forth in the forepart of this Amendment are true and correct and are an integral part of this Amendment.
15. Binding Effect on Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

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

BORROWER:

DAKTRONICS, INC.

By: /s/ James B. Morgan

Name: James B. Morgan

Title: Chief Executive Officer

By: /s/ Sheila M. Anderson

Name: Sheila M. Anderson

Title: Chief Executive Officer

BANK:

BANK OF AMERICA, N.A.

By: /s/ Alok Jain

Name: Alok Jain

Title: Assistant Vice President

[SIGNATURE PAGE TO FOURTH AMENDMENT TO LOAN AGREEMENT]

EXHIBIT A

**REAFFIRMATION OF AND SECOND AMENDMENT TO
UNLIMITED GUARANTY AGREEMENT**

This Reaffirmation and Second Amendment to Unlimited Guaranty Agreement (this "Amendment"), dated as of the 9th day of November, 2012, is made by and between Daktronics, Inc., a South Dakota corporation (the "Borrower") and Bank of America, N.A. (the "Bank").

Recitals

A. The Borrower and the Lender are parties to that certain Loan Agreement dated as of December 23, 2010, as amended by that certain First Amendment to Loan Agreement dated February 1, 2011, that certain Second Amendment to Loan Agreement dated November 15, 2011, that certain Third Amendment to Loan Agreement dated July 2, 2012 and that certain Fourth Amendment to Loan Agreement of even date herewith (as amended, the "Loan Agreement"), whereby Lender extended certain credit facilities to the Borrower upon the terms and conditions set forth in the Loan Agreement.

B. Section 2.1 of the Loan Agreement provides that Bank agrees to make available to Borrower's Foreign Subsidiaries, certain Alternative Borrowing, provided that, among other conditions, the credit available to Borrower under the Loan Agreement would be reduced dollar-for-dollar by the amount of the Alternative Borrowing, and provided further that Borrower agrees to unconditionally and without limitation guarantee such Alternative Borrowing pursuant to the terms of an Unlimited Guaranty Agreement dated December 23, 2010, as amended by the Second Amendment to Loan Agreement (changing the principal amount referenced in paragraph "A" of the Recitals from \$10,000,000 to \$20,000,000), that certain Fourth Amendment to Loan Agreement (changing the principal amount referenced in paragraph "A" of the Recitals from \$20,000,000 to \$35,000,000) and that certain Reaffirmation and First Amendment to Unlimited Guaranty Agreement, dated July 2, 2012 (as amended, the "Guaranty"). Capitalized terms used herein without definition shall have the meanings ascribed in the Loan Agreement and Guaranty.

C. The parties are in mutual agreement that the Guaranty should be further amended as provided herein, the effect of which, among other things, includes an expansion of the Guaranty to cover additional Foreign Subsidiaries as well as an expansion of the types of products and services included as Alternative Borrowing.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Amendments to Guaranty. The Guaranty is hereby amended as follows:

a. The introductory paragraph is hereby amended and restated in its entirety to read as follows:

THIS UNLIMITED GUARANTY AGREEMENT ("Guaranty") is made and entered into as of the 23rd day of December, 2010, by and among Daktronics, Inc. a South Dakota corporation ("Borrower") to and for the benefit of Bank of America, N.A., a national banking association, together with all of its affiliates and subsidiaries of any kind (collectively, "Bank").

2. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Guaranty shall remain in full force and effect.
3. Reaffirmation and Acknowledgement of Increased Commitment. Borrower hereby ratifies and reaffirms all of the terms, conditions, provisions, agreements, requirements, promises, obligations, duties, covenants and representations applicable to it in the Guaranty, as amended above and as increased by the Fourth Amendment to Loan Agreement, and that the Guaranty remains in full force and effect and is valid, binding and fully enforceable in accordance with its terms. Further, Borrower acknowledges and confirms the increase in the Revolving Loan to Thirty Five Million Dollars (\$35,000,000) and agrees to the corresponding increase in its obligations under the Guaranty.
4. Representations and Warranties. Borrower hereby represents and warrants as follows:
- (a) it has the corporate power and authority to execute, deliver and perform the terms and provisions of this Amendment and each other Loan Documents, including the Guaranty, to which it is a party and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Amendment and each such other Loan Documents;
 - (b) it has duly executed and delivered this Amendment and each other loan document to which it is a party, and this Amendment and each such other loan document constitute its legal, valid and binding obligations, enforceable in accordance with their terms, except to the extent that the enforceability hereof or thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law);
 - (c) all of the representations and warranties contained in the Guaranty are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.
5. Miscellaneous. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be duly executed as of the date first written above.

BORROWER:

DAKTRONICS, INC.

BANK:

BANK OF AMERICA, N.A.

By: /s/ James B. Morgan

Name: James B. Morgan

Title: Chief Executive Officer

By: /s/ Alok Jain

Name: Alok Jain

Title: Assistant Vice President

By: /s/ Sheila M. Anderson

Name: Sheila M. Anderson

Title: Chief Executive Officer

[SIGNATURE PAGE TO REAFFIRMATION OF AND SECOND AMENDMENT TO
UNLIMITED GUARANTY AGREEMENT]

EXHIBIT B

AMENDED AND RESTATED REVOLVING NOTE

\$35,000,000.00 Brookings, South Dakota
November 9, 2012

FOR VALUE RECEIVED, Daktronics, Inc., a South Dakota corporation (“Borrower”), hereby promises to pay to the order of Bank of America, N.A., a national banking association, 317 - 6th Avenue, Des Moines, Iowa 50309 (“Lender”), at or at such other place as Lender may from time to time designate in writing, in lawful money of the United States of America, the principal sum of Thirty-Five Million and No/100 Dollars (\$35,000,000.00) or so much thereof as may be advanced hereunder and to pay interest on the outstanding principal balance hereof from time to time at a fluctuating rate tied to the One-Month Reserve Adjusted Reuters London Inter-Bank Offering Rate (“LIBOR”), as determined on the first Business Day of each month, plus 1.50%. Any principal of, and to the extent permitted by applicable law, any interest on this Note, which is not paid when due shall bear interest, from the date due until paid, at a rate per annum equal to the non-default rate plus 4%.

Interest shall be computed on the basis of actual days elapsed and a year of 360 days. Interest only shall be paid on the first day of each month, commencing October 1, 2012, and continuing on the first day of each month thereafter. The total unpaid principal amount and all interest thereon shall be payable on November 15, 2013 (the “Revolving Loan Maturity Date”). THIS NOTE REQUIRES A BALLOON PAYMENT.

Borrower may borrow, repay and re-borrow hereunder in accordance with the terms and conditions of the Loan Agreement, dated December 23, 2010, as amended by the First Amendment to Loan Agreement, dated February 1, 2011, by the Second Amendment to Loan Agreement, dated November 15, 2011, by the Third Amendment to Loan Agreement dated July 2, 2012 and by the Fourth Amendment to Loan Agreement of even date herewith executed by Borrower and Lender (the “Loan Agreement”). All capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement. Borrower may prepay this Note in whole at any time, or in part from time to time, without penalty or premium. No prepayment shall suspend any required payments of either principal or interest on this Note or reduce the amount of any scheduled payment. All prepayments on this Note shall be applied to accrued but unpaid interest on the amount prepaid, then to principal, and any other sums due and unpaid to Lender under the Loan Documents, in such manner and order as Lender may elect in its discretion. The credit available to Borrower under this Note will be reduced dollar for dollar by the face amount of all Alternative Borrowing and Domestic Letters of Credit and as otherwise provided in the Loan Agreement.

Failure to exercise any option provided herein shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Borrower agrees that if, and as often as, this Note is given to an attorney for collection or to defend or enforce any of Lender's rights hereunder, Borrower will pay to Lender Lender's reasonable attorneys' fees together with all courts costs and other expenses paid by Lender.

Borrower waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Note and any lack of diligence or delays in collection or enforcement of this Note. Borrower agrees that this Note, or any payment hereunder, may be extended from time to time, and Borrower consents to the release of any party liable for the obligation evidenced by this Note, the release of any of the security for this Note, the acceptance of any other security therefor, or any other indulgence or forbearance whatsoever, all without notice to any party and without affecting the liability of Borrower.

A “Default” or “Event of Default” as described in the Loan Agreement shall constitute a default under this Note. Any notice or demand to or upon Borrower or Lender under this Note shall be given as provided in the Loan Agreement.

This Note represents an amendment, restatement and substitution of the obligations initially set forth in the Revolving Note of the Borrower in favor of Lender dated November 15, 2011 in the original principal of \$20,000,000 (the “Original Note”). This Note is intended as an amendment, restatement and substitution but shall not constitute a novation of the indebtedness represented by the Original Note.

THIS NOTE SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF SOUTH DAKOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS OR PRINCIPLES THEREOF, BUT GIVING EFFECT TO FEDERAL LAWS OF THE UNITED STATES APPLICABLE TO NATIONAL BANKS. WHENEVER POSSIBLE, EACH PROVISION OF THIS NOTE AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO, SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER SUCH APPLICABLE LAW, BUT, IF ANY PROVISION OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR

INVALID UNDER SUCH APPLICABLE LAW, SUCH PROVISION SHALL BE IN EFFECT ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO.

AT THE OPTION OF LENDER, THIS NOTE MAY BE ENFORCED IN ANY FEDERAL COURT OR SOUTH DAKOTA CIRCUIT COURT SITTING IN SIOUX FALLS, SOUTH DAKOTA; AND BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT BORROWER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

BORROWER AND LENDER EACH IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR ANY OF THE LOAN DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

DAKTRONICS, INC.

By: /s/ James B. Morgan

Name: James B. Morgan

Title: Chief Executive Officer

By: /s/ Sheila M. Anderson

Name: Sheila M. Anderson

Title: Chief Financial Officer