

**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):
March 28, 2014

UNIFI, INC.

(Exact name of registrant as specified in its charter)

New York
(State or Other Jurisdiction of Incorporation)

1-10542
(Commission File Number)

11-2165495
(IRS Employer Identification No.)

**7201 West Friendly Avenue
Greensboro, North Carolina**
(Address of Principal Executive Offices)

27410
(Zip Code)

Registrant's telephone number, including area code: **(336) 294-4410**

Not Applicable
(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:

- 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.

Fourth Amendment to Credit Facility

On March 28, 2014, Unifi, Inc. (the “Registrant”) and its subsidiary Unifi Manufacturing, Inc. (“UMI”), as borrowers, entered into a Fourth Amendment to Credit Agreement (“Fourth Amendment”) with Wells Fargo Bank, National Association (“Wells Fargo”), as agent for the lenders, and certain lenders party thereto (the “Lenders”), which amends the Registrant’s Credit Agreement dated as of May 24, 2012 (as amended, the “Credit Agreement”) that provides for a senior secured credit facility (the “Facility”). In connection with and as part of the Fourth Amendment, the Registrant also entered into a Second Amendment to Guaranty and Security Agreement (the “Guaranty Amendment”) and an Amended and Restated Term Note. The Facility consists of a revolving credit facility (the “Revolver”) and a term loan (the “Term Loan”). Certain capitalized terms used but not defined herein have the meanings given to them in the Fourth Amendment or the Guaranty Amendment, both of which are filed as Exhibits to this Form 8-K, or in the Credit Agreement, which has been filed by the Registrant as an Exhibit to previous reports under the Securities Exchange Act of 1934, as amended.

As its principal features, the Fourth Amendment: (a) increases the Term Loan by \$18 million to a total of \$68 million; (b) beginning October 1, 2014, requires \$2.125 million of fixed quarterly payments on the Term Loan; (c) extends the maturity date of the Facility from May 24, 2018 to March 28, 2019; (d) modifies the calculation of Fixed Charge Coverage Ratio in the Facility so that, at the election of the Registrant, the reduction of Capital Expenditures from EBITDA excludes Capital Expenditures made in connection with the acquisition of certain eligible machinery and equipment or real property during a consecutive 12-month period through June 30, 2015, subject to a maximum exclusion of \$18 million for any consecutive 12-month period and other limitations; and (e) modifies the Trigger Level (which relates to, among other things, the requirement to maintain the Fixed Charge Coverage Ratio) such that it occurs when Excess Availability falls below the greater of (i) \$10 million, (ii) 20% of the Maximum Revolver Amount, or (iii) 12.5% of the sum of the Maximum Revolver Amount plus the outstanding principal amount of the Term Loan. The Guaranty Amendment modifies the Cash Dominion Trigger Level in the Guaranty and Security Agreement so that its definition is the same as the Trigger Level in the Credit Agreement as outlined in part (e) of the previous sentence.

In connection with the \$18 million increase to the Term Loan on March 28, 2014, amounts outstanding under the Revolver were reduced on that date by a corresponding \$18 million. As a result, the net effect of the Fourth Amendment is to increase the Registrant’s borrowing capacity under the Facility by \$18 million, which the Registrant may use to fund strategic initiatives, including possible capital expenditures.

In connection with the Fourth Amendment, the Registrant paid the Lenders a fee of \$150,000. Other than in respect of the Facility, neither the Registrant nor any of its affiliates has any material relationship with any of the other parties to the Credit Agreement, other than that Bank of America, N.A. and Wells Fargo have performed, and may in the future perform, for the Registrant and its affiliates, various commercial banking, investment banking, underwriting, trust and other financial advisory services, for which they have received, and will receive, customary fees and expenses.

The foregoing discussion of the terms of the Fourth Amendment is not complete and is qualified in its entirety by reference to the full text of the Fourth Amendment and the Guaranty Amendment, copies of which are included as Exhibits 4.2 and 4.3, respectively, to this Form 8-K. The Registrant previously entered into a Third Amendment to Credit Agreement on January 16, 2014, the principal terms of which were disclosed in the Registrant's Form 10-Q for the quarterly period ended December 29, 2013, a copy of which amendment is included as Exhibit 4.1 to this Form 8-K.

Third Amendment to Yarn Purchase Agreement

On March 28, 2014, UMI entered into a Third Amendment to Yarn Purchase Agreement with Hanesbrands Inc. ("HBI"), which amends the Yarn Purchase Agreement between UMI and HBI dated November 6, 2009 (as amended, the "Yarn Purchase Agreement"). Pursuant to the Yarn Purchase Agreement, HBI has agreed to purchase certain yarns (the "Products") from UMI to fulfill a substantial portion of HBI's Products requirements in the Western Hemisphere. The Third Amendment provides an interim extension of the term of the Yarn Purchase Agreement from March 31, 2014 (the current expiration date) to May 31, 2014, to allow the parties additional time to negotiate an anticipated longer-term extension of the Yarn Purchase Agreement; it does not change any other term of the Yarn Purchase Agreement. The Third Amendment to Yarn Purchase Agreement will be filed as an exhibit to a future periodic report of the Registrant.

ITEM 2.03. CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

The discussion under "Fourth Amendment to Credit Facility" in Item 1.01 above is incorporated by reference herein.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
4.1	Third Amendment to Credit Agreement, dated as of January 16, 2014, by and among the Registrant and Unifi Manufacturing, Inc., as borrowers, Wells Fargo Bank, N.A., as agent for the lenders, and certain lenders party thereto.
4.2	Fourth Amendment to Credit Agreement, dated as of March 28, 2014, by and among the Registrant and Unifi Manufacturing, Inc., as borrowers, Wells Fargo Bank, N.A., as agent for the lenders, and certain lenders party thereto.
4.3	Second Amendment to Guaranty and Security Agreement, dated as of March 28, 2014, by among the Grantors listed therein and Wells Fargo Bank, N.A., as administrative agent.

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.

UNIFI, INC.

By: /s/ W. RANDY EADDY

W. Randy Eaddy
General Counsel and Secretary

Dated: March 31, 2014

INDEX TO EXHIBITS

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4.3	Second Amendment to Guaranty and Security Agreement, dated as of March 28, 2014, by among the Grantors listed therein and Wells Fargo Bank, N.A., as administrative agent.

THIRD AMENDMENT TO CREDIT AGREEMENT

This Third Amendment to Credit Agreement (this "Amendment"), dated as of January 16, 2014, is by and among UNIFI, INC., a New York corporation ("Parent"), UNIFI MANUFACTURING, INC., a North Carolina corporation ("Unifi Manufacturing" and together with Parent, each a "Borrower" and collectively, the "Borrowers"), the Persons identified as the Lenders on the signature pages hereto (the "Lenders"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 24, 2012, as amended by the First Amendment to Credit Agreement, dated as of December 27, 2012, and the Second Amendment to Credit Agreement, dated as of June 25, 2013, by and among the Borrowers, the Lenders and the Agent (as further amended hereby and as the same may hereafter be further amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"), the Lenders have made loans and advances and provided other financial accommodations to Borrowers; and

WHEREAS, the parties hereto have agreed to amend the Credit Agreement as set forth herein.

NOW, THEREFORE, in consideration of the agreements herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. Definitions.

(a) Additional Definitions. As used herein, the following terms shall have the following meanings given to them below, and the Credit Agreement is hereby amended to include, in addition and not in limitation, the following:

(i) "Permitted Sale and Leaseback Transaction" means a Sale and Leaseback Transaction permitted by Section 6.16 of the Agreement.

(ii) "Sale and Leaseback Transaction" means any transaction or series of related transactions pursuant to which any Loan Party sells or otherwise disposes of any Equipment, fixtures and/or related assets (whether now owned or hereafter acquired by such Loan Party) to a Person and subsequently leases such Equipment, fixtures and/or related assets from such Person.

(iii) "Third Amendment" means the Third Amendment to Credit Agreement, dated as of January 16, 2014, by and among Borrowers, Lenders and Agent, as acknowledged and agreed to by the Guarantors.

(iv) "Third Amendment Term Loan Effective Date" means the date on which the conditions precedent set forth in Section 3 of the Third Amendment shall have been satisfied.

(b) Amendments to Definitions.

(i) Permitted Dispositions. The definition of “Permitted Dispositions” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by (A) deleting “and” appearing at the end of clause (o) of such definition and (B) deleting clause (p) of such definition in its entirety and replacing it with the following:

“(p) the sale or other disposition of Equipment, fixtures and/or related assets by any Loan Party as part of a Permitted Sale and Leaseback Transaction, so long as (i) at least three (3) Business Days prior to the consummation of any such sale or other disposition permitted under this clause (p) that would cause the aggregate fair market value of all assets which would have constituted Collateral that are sold or disposed of under this clause (p) to exceed \$1,000,000 during any fiscal year, Borrowers shall provide Agent with written notice of such sale or other disposition (which notice shall include a detailed list and description of the Equipment, fixtures or other assets subject to such sale or other disposition, the purchase price therefor, and such other information as Agent may reasonably request), and (ii) on the date of any such sale or other disposition, no Event of Default shall exist, and no Event of Default would result therefrom; and

(q) sales or other dispositions of assets (other than Accounts, Inventory and Equity Interests of Subsidiaries of Parent) not otherwise permitted in clauses (a) through (p) of this definition, so long as (i) the aggregate fair market value (determined at the time of the applicable sale or other disposition) of all assets sold or disposed of under this clause (q) (including the proposed sale or other disposition, but excluding any sale or other disposition with respect to which Borrowers have prepaid the Obligations in accordance with the requirements of Section 2.4(e)(ii) of the Agreement) during any fiscal year would not exceed \$4,000,000, (ii) promptly following the consummation of any sale or other disposition permitted under this clause (q) that would cause the aggregate fair market value of all assets which would have constituted Collateral that are sold or disposed of under this clause (q) to exceed \$1,000,000 during any fiscal year, Borrowers shall provide Agent with written notice of such sale or other disposition, provided, that, Borrowers shall provide Agent with at least three (3) Business Days prior written notice of any such sale or other disposition under this clause (q) of assets which constitute Collateral in excess of \$1,000,000 (in each case, which notice shall include a detailed list and description of the Equipment, fixtures or other assets subject to such sale or other disposition, the purchase price therefor, and such other information as Agent may reasonably request), and (iii) on the date of any such sale or other disposition, no Event of Default shall exist, and no Event of Default would result therefrom.”

(ii) Permitted Indebtedness. The definition of “Permitted Indebtedness” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting clause (c) of such definition in its entirety and replacing it with the following:

“(c) Capitalized Lease Obligations of any Loan Party as part of a Permitted Sale and Leaseback Transaction, Permitted Purchase Money Indebtedness, and any Refinancing Indebtedness in respect of such Capitalized Lease Obligations and Permitted Purchase Money Indebtedness, in an aggregate principal amount outstanding at any one time not in excess of \$45,000,000.”

(iii) Permitted Purchase Money Indebtedness. The definition of “Permitted Purchase Money Indebtedness” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

“Permitted Purchase Money Indebtedness’ means, as of any date of determination, Indebtedness (other than the Obligations, but including Capitalized Lease Obligations), incurred after the Closing Date and at the time of, or within 20 days after, the consummation of the acquisition of any Equipment, fixtures and/or related assets for the purpose of financing all or any part of the acquisition cost thereof.”

(c) Interpretation. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

2. Mandatory Prepayments. Section 2.4(e)(ii) of the Credit Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

“(ii) **Dispositions**. Within 1 Business Day of the date of receipt by any Loan Party of the Net Cash Proceeds of any voluntary or involuntary sale or disposition by any Loan Party of assets (including casualty losses or condemnations, but excluding (y) sales or dispositions which qualify as Permitted Dispositions under clauses (b), (c), (d), (e), (i)-(j), (k), (l), (m), (n) or (p) of the definition of Permitted Dispositions, and (z) sales or dispositions which qualify as Permitted Dispositions under clauses (a) or (q) of the definition of Permitted Dispositions (except to the extent the aggregate Net Cash Proceeds received from any sales or dispositions thereunder during any fiscal year exceed \$4,000,000, in which case such excess Net Cash Proceeds shall be subject to prepayment hereunder)), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(f)(ii) in an amount equal to 100% of such Net Cash Proceeds (including condemnation awards and payments in lieu thereof) received by such Person in connection with such sales or dispositions; provided, that, in the case of Excess Casualty/Condemnation Proceeds from any casualty loss or condemnation, so long as (A) no Default or Event of Default shall have occurred and is continuing or would result therefrom, (B) Borrowers shall have given Agent prior written notice of Borrowers’ intention to apply such Excess Casualty/Condemnation Proceeds to the costs of replacement or repair of the properties or assets that are the subject of such loss or condemnation, (C) the monies are held in a Deposit Account in which Agent has a perfected first-priority security interest, and (D) the applicable Loan Party completes such replacement or repair within 365 days after the initial receipt of such monies, then the Loan Party whose assets were the subject of such loss or condemnation shall have the option to apply such Excess Casualty/Condemnation Proceeds to the costs of replacement or repair of the assets that are the subject of such loss or disposition unless and to the extent that such applicable period shall have expired without such replacement or repair being made or completed, in which case, any amounts remaining in the Deposit Account referred to in clause (C) above shall be paid to Agent and applied in accordance with Section 2.4(f)(ii). Nothing contained in this Section 2.4(e)(ii) shall permit Parent or any of its Subsidiaries to sell or otherwise dispose of any assets other than in accordance with Section 6.4.”

3. Sale and Leaseback Transactions. Section 6 of the Credit Agreement is hereby amended by inserting the following new Section 6.16 to the end of such Section:

“6.16. **Sale and Leaseback**. No Loan Party shall enter into any Sale and Leaseback Transaction unless the following conditions are satisfied: (a) each such Sale and Leaseback Transaction is an arm’s length transaction with a Person that is not an Affiliate of a Loan Party and the applicable Loan Party shall receive at least fair value in connection therewith, (b) the acquisition of the Equipment, fixtures and/or related assets that are the subject of any Sale and Leaseback Transaction shall have been consummated by the applicable Loan Party at the time of, or within 90 days prior to, such Sale and Leaseback Transaction, (c) the applicable Loan Party shall lease the Equipment, fixtures and/or related assets from such Person simultaneously with or promptly following the sale or other disposition thereof by such Loan Party to such Person, (d) the aggregate book value of the Equipment, fixtures and/or related assets subject to all such Sale and Leaseback Transactions shall not exceed \$4,000,000 in any fiscal year, (e) if a Triggering Event shall have occurred and be continuing on the date of the sale or other disposition of the applicable Equipment and/or related assets (or such other date on which any Loan Party receives payment in connection with such sale or other disposition), the Net Cash Proceeds of such sale or other disposition shall be remitted to Agent for application to the Obligations, whether or not then due, in accordance with Section 2.4(e)(ii) hereof, (f) on the date of the lease of the applicable Equipment, fixtures and/or related assets that are the subject of such Sale and Leaseback Transaction and after giving effect thereto, no Default or Event of Default shall exist or shall have occurred and be continuing, and (g) upon the request of Agent, the applicable Loan Parties shall deliver to Agent true, correct and complete copies of all of the material agreements, documents and instruments executed and delivered by such Loan Parties and such other Person in connection with such Sale and Leaseback Transaction and/or related thereto, in each case duly authorized, executed and delivered by the parties thereto.”

4. Notices. Section 11 of the Credit Agreement is hereby amended by deleting the addresses set forth therein and replacing them with the following:

“If to any Borrower:

UNIFI, INC.
7201 West Friendly Avenue
Greensboro, NC 27410
Attn: Chief Financial Officer
Fax No. 336-294-4751

with copies to:

UNIFI, INC.
7201 West Friendly Avenue
Greensboro, NC 27410
Attn: Assistant General Counsel
Fax No.: 336-856-4364

If to Agent:

WELLS FARGO BANK, NATIONAL ASSOCIATION
1100 Abernathy Road, Suite 1600
Atlanta, GA 30328
Attn: Portfolio Manager – Unifi
Fax No.: 855-260-0212

with copies to:

GREENBERG TRAURIG, LLP
Terminus 200
3333 Piedmont Road, N.E., Suite 2500
Atlanta, GA 30305
Attn: Michael J. Loesberg, Esq.
Fax No.: 678-553-2212

provided, that, the failure of any Borrower to provide any notice or demand relating to this Agreement or any other Loan Document to the Agent's counsel that is otherwise required to be delivered to the Agent hereunder shall not constitute an Event of Default."

5. Collateral Matters. Section 15.11(a) of the Credit Agreement is hereby amended by (a) deleting "or" appearing at the end of clause (iv) of the first sentence of such Section and (b) inserting the following immediately prior to the period at the end of the first sentence of such Section:

" , or (vi) constituting Equipment, fixtures or other related assets sold or otherwise disposed of as part of a Permitted Sale and Leaseback Transaction."

6. Conditions Precedent. The provisions of this Amendment shall only be effective upon the satisfaction of each of the following conditions precedent in a manner satisfactory to Agent:

(a) This Amendment. Agent shall have received fully executed counterparts of this Amendment, duly authorized, executed and delivered by the Borrowers and the Required Lenders and duly acknowledged by the Guarantors.

(b) Accuracy of Representations and Warranties. Each of Borrowers' representations and warranties set forth in Section 7(d) hereof shall be true and correct in all respects.

7. Miscellaneous

(a) No Additional Obligations. Borrowers acknowledge and agree that the execution, delivery and performance of this Amendment shall not create (nor shall Borrowers rely upon the existence of or claim or assert that there exists) any obligation of Agent or any Lender to consider or agree to any other amendment of or waiver or consent with respect to the Credit Agreement or any other instrument or agreement to which Agent or any Lender is a party (collectively, an "Additional Amendment" or "Consent"), and in the event that Agent and the Lenders subsequently agree to consider any requested Additional Amendment or Consent, neither the existence of this Amendment nor any other conduct of Agent or the Lenders related hereto, shall be of any force or effect on the Lenders' consideration or decision with respect to any such requested Additional Amendment or Consent, and the Lenders shall not have any obligation whatsoever to consider or agree to any such Additional Amendment or Consent.

(b) Waiver of Claims. In order to induce Agent and Lenders to enter into this Amendment, each Borrower hereby releases, remises, acquits and forever discharges each Lender and Agent and each of their respective employees, agents, representatives, consultants, attorneys, officers, directors, partners, fiduciaries, predecessors, successors and assigns, subsidiary corporations, parent corporations and related corporate divisions (collectively, the "Released Parties"), from any and all actions, causes of action, judgments, executions, suits, debts, claims, demands, liabilities, damages and expenses of any and every character, known or unknown, direct or indirect, at law or in equity, of whatever nature or kind, whether heretofore or hereafter arising, for or because of any manner of things done, omitted or suffered to be done by any of the Released Parties (excluding the gross negligence or willful misconduct of any of the Released Parties), prior to and including the date of execution hereof, and in any way directly or indirectly arising out of any or in any way connected to this Amendment, the Credit Agreement or the other Loan Documents (collectively, the "Released Matters"). Each Borrower hereby acknowledges that the agreements in this Section are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. Each Borrower hereby represents and warrants to each Lender and Agent that it has not purported to transfer, assign or otherwise convey any right, title or interest of any Borrower in any Released Matter to any other Person and that the foregoing constitutes a full and complete release of all Released Matters.

(c) Acknowledgments and Stipulations. In order to induce Agent and Lenders to enter into this Amendment, each Borrower acknowledges, stipulates and agrees that (a) all of the Obligations are absolutely due and owing by Borrowers to Agent and Lenders in accordance with the terms and provisions of the Credit Agreement without any defense, deduction, offset or counterclaim (and, to the extent any Borrower had any defense, deduction, offset or counterclaim on the date hereof, the same is hereby waived by such Borrower); (b) the Loan Documents executed by each Borrower are legal, valid and binding obligations of such Borrower enforceable against such Borrower in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally; (c) the Liens granted by each Borrower to Agent in the Collateral are valid and duly perfected, first priority Liens, subject only to Permitted Liens; (d) each of the recitals contained at the beginning of this Amendment is true and correct; and (e) prior to executing this Agreement, each Borrower consulted with and had the benefit of advice of legal counsel of their own selection and has relied upon the advice of such counsel, and in no part upon the representation of Agent, any Lender or any counsel to Agent or any Lender concerning the legal effects of this Agreement or any provision hereof.

(d) Representations and Warranties of Borrowers. Each Borrower hereby represents and warrants that, after giving effect to the amendments contained herein, (a) the representations and warranties contained in Section 4 of the Credit Agreement are correct in all material respects on and as of the date hereof as though made on and as of such date, except to the extent that any such representation or warranty specifically relates to an earlier date, (b) the execution, delivery, and performance by such Borrower of this Amendment does not and will not (i) violate any material provision of federal, state, or local law or regulation applicable to any Loan Party or its Domestic Subsidiaries, the Governing Documents of any Loan Party or its Domestic Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party or its Domestic Subsidiaries, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material agreement of any Loan Party or its Domestic Subsidiaries where any such conflict, breach or default could individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (iv) require any approval of any holder of Equity Interests of a Loan Party or any approval or consent of any Person under any material agreement of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of material agreements, for consents or approvals, the failure to obtain could not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect, and (c) no Default or Event of Default exists under the Credit Agreement on and as of the date hereof. Without limitation of the preceding sentence, each Borrower hereby expressly re-affirms the validity, effectiveness and enforceability of each Loan Document to which it is a party (in each case, as the same may be modified by the terms of this Amendment).

(e) Effect of this Agreement. Except as expressly amended pursuant hereto, no other changes or modifications to the Credit Agreement or any of the other Loan Documents are intended or implied, and in all other respects, the Credit Agreement and each of the other Loan Documents is hereby specifically ratified, restated and confirmed by all parties hereto as of the date hereof. To the extent that any provision of the Credit Agreement or any of the other Loan Documents are inconsistent with the provisions of this Amendment, the provisions of this Amendment shall control. All references in the Credit Agreement (including without limitation the Schedules thereto) to the "Agreement" and all references in the other Loan Documents to the "Credit Agreement" shall be deemed to refer to the Credit Agreement, as amended hereby.

(f) Further Assurances. The Loan Parties shall execute and deliver such additional documents and take such additional action as may be reasonably requested by Agent to effectuate the provisions and purposes hereof.

(g) Governing Law. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(h) Binding Effect. This Amendment shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto.

(i) Counterparts; Electronic Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[The remainder of this page is intentionally left blank.]

Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

BORROWERS:

UNIFI, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman and CEO

UNIFI MANUFACTURING, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman and CEO

AGENT AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

By: /S/ J. RYAN DAVISON
Name: J. Ryan Davison
Title: V.P.

CIT BANK, as a Lender

By: /S/ GEORGE JANES
Name: George Janes
Title: Chief Credit Officer

BANK OF AMERICA, N.A., as a Lender

By: /S/ ANDREW A. DOHERTY
Name: Andrew A. Doherty
Title: Senior Vice President

GUARANTORS' ACKNOWLEDGMENT

The undersigned, each a guarantor of the "Obligations" of Unifi, Inc., a New York corporation ("Parent"), and Unifi Manufacturing, Inc., a North Carolina corporation ("Unifi Manufacturing") and together with Parent, each a "Borrower" and collectively, the "Borrowers"), under and as defined in that certain Credit Agreement, dated as of May 24, 2012, as amended by the First Amendment to Credit Agreement, dated as of December 27, 2012, and the Second Amendment to Credit Agreement, dated as of June 25, 2013 (as so amended, the "Credit Agreement"), by and among Borrowers, the lenders party thereto (the "Lenders"), and Wells Fargo Bank, National Association, as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Agent"), hereby (a) acknowledges receipt of the foregoing Third Amendment to Credit Agreement, dated as of January 16, 2014, by and among Borrowers, the Lenders and Agent (the "Amendment"); (b) consents to the terms and execution thereof; (c) reaffirms its obligations pursuant to the terms of the Guaranty and Security Agreement; and (d) acknowledges that Agent and the Lenders may amend, restate, extend, renew or otherwise modify the Credit Agreement and any indebtedness or agreement of Borrowers, or enter into any agreement or extend additional or other credit accommodations to Borrowers, without notifying or obtaining the consent of the undersigned and without impairing the liability of the undersigned under the Guaranty and Security Agreement for Borrowers' present and future Obligations.

SPANCO INTERNATIONAL, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman and CEO

UNIFI SALES & DISTRIBUTION, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman, President and CEO

UNIFI EQUIPMENT LEASING, LLC

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman and CEO

FOURTH AMENDMENT TO CREDIT AGREEMENT

This Fourth Amendment to Credit Agreement (this "Amendment"), dated as of March 28, 2014, is by and among UNIFI, INC., a New York corporation ("Parent"), UNIFI MANUFACTURING, INC., a North Carolina corporation ("Unifi Manufacturing" and together with Parent, each a "Borrower" and collectively, the "Borrowers"), the Persons identified as the Lenders on the signature pages hereto (the "Lenders"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 24, 2012, as amended by the First Amendment to Credit Agreement, dated as of December 27, 2012, the Second Amendment to Credit Agreement, dated as of June 25, 2013, and the Third Amendment to Credit Agreement, dated as of January 16, 2014, by and among the Borrowers, the Lenders and the Agent (as further amended hereby and as the same may hereafter be further amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"), the Lenders have made loans and advances and provided other financial accommodations to Borrowers; and

WHEREAS, the parties hereto have agreed to amend the Credit Agreement as set forth herein.

NOW, THEREFORE, in consideration of the agreements herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. Definitions.

(a) Additional Definitions. As used herein, the following terms shall have the following meanings given to them below, and the Credit Agreement is hereby amended to include, in addition and not in limitation, the following:

(i) "Fourth Amendment" means the Fourth Amendment to Credit Agreement, dated as of March 28, 2014, by and among Borrowers, Lenders and Agent, as acknowledged and agreed to by the Guarantors.

(ii) "Fourth Amendment Effective Date" means the date on which the conditions precedent set forth in Section 5 of the Fourth Amendment shall have been satisfied.

(b) Amendments to Definitions.

(i) 2015 Reset Conditions. The definition of "2015 Reset Conditions" set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

"2015 Reset Conditions' means the following: (A) Agent and each Lender shall have received, in form and substance satisfactory to Agent and each Lender, appraisals of the Eligible M&E and the Eligible Real Property used to calculate the Term Loan Formula Amount on the 2015 Reset Date, which appraisals shall have been conducted within 90 days of the 2015 Reset Date and the reports prepared by the applicable appraisers with respect to such appraisals shall have been delivered to Agent within 45 days of the 2015 Reset Date, (B) on the 2015 Reset Date, no Default or Event of Default shall exist or shall have occurred and be continuing, (C) Excess Availability shall not be less than \$20,000,000 at any time during the period from the 30th day prior to the 2015 Reset Date through and including the 2015 Reset Date, (D) the EBITDA of the Loan Parties (excluding, for the purposes of this definition, earnings of any Person in which any of the Loan Parties have an Equity Interest, regardless of whether or not such amounts have been received by any of the Loan Parties in the form of cash distributions) shall be not less than \$30,000,000 for the 12 fiscal month period ended on the last day of the fiscal month preceding the 2015 Reset Date for which the financial statements of the Loan Parties are then required to have been delivered pursuant to Section 5.1, (E) the Fixed Charge Coverage Ratio of the Loan Parties shall be at least 1.0 to 1.0 for the 12 fiscal month period ended on the last day of the fiscal month preceding the 2015 Reset Date for which the financial statements of the Loan Parties are then required to have been delivered pursuant to Section 5.1; provided, that, for purposes of this clause (E), the definition of "Fixed Charge Coverage Ratio" will be deemed to include all Restricted Payments made during such 12 fiscal month period, and (F) on the 2015 Reset Date, Agent shall have received from Borrowers an officer's certificate from an Authorized Person as to the satisfaction of all of the conditions set forth above."

(ii) 2015 Reset Date. The definition of “2015 Reset Date” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

“2015 Reset Date’ means the first date following July 19, 2015 that all of the 2015 Reset Conditions have been satisfied, as determined by Agent.”

(iii) Fixed Charge Coverage Ratio. The definition of “Fixed Charge Coverage Ratio” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

“Fixed Charge Coverage Ratio’ means, with respect to any fiscal period of the Loan Parties, the ratio of: (a) the sum of (i) EBITDA for such period, minus (ii) Capital Expenditures made by the Loan Parties during any such period (other than Capital Expenditures made by the Loan Parties in connection with the acquisition of Eligible M&E or Eligible Real Property, as designated by the Loan Parties in a Compliance Certificate delivered to Agent, during any 12 consecutive fiscal month period following the Fourth Amendment Effective Date through and including the 12 consecutive fiscal month period ending on or about June 30, 2015; provided, that, (x) the aggregate amount of such excluded Capital Expenditures shall not exceed \$18,000,000 for any 12 consecutive fiscal month period, and (y) such Capital Expenditures may not be retroactively excluded from the aggregate amount of Capital Expenditures for any 12 consecutive fiscal month period after a Compliance Certificate has been delivered to Agent for such period), plus (iii) to the extent not included in the calculation of Adjusted Net Earnings from Operations during such period, cash payments received during such period from Persons in which any of the Loan Parties have an Equity Interest, minus (iv) cash payments made by any of the Loan Parties during such period to Persons in which any of the Loan Parties have an Equity Interest, minus (v) Restricted Payments made by any of the Loan Parties during such period (other than Restricted Payments consisting of share repurchases made during such period permitted under Section 6.7(c)), minus (vi) Restricted Investments made during such period, minus (vii) cash taxes paid during such period, to (b) Fixed Charges for such period, in each case as calculated on a Consolidated Basis. Unless otherwise specified herein, the applicable period of computation shall be for the 12 consecutive fiscal months ending as of the date of determination.”

(iv) Guaranty and Security Agreement. The definition of “Guaranty and Security Agreement” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

“Guaranty and Security Agreement’ means the Guaranty and Security Agreement, dated as of the Closing Date, as amended by the First Amendment to Guaranty and Security Agreement, dated as of June 25, 2013, and the Second Amendment to Guaranty and Security Agreement, dated as of March 28, 2014, by and among the Loan Parties and Agent, as the same may be further amended, modified, supplemented, renewed, restated or replaced.”

(v) M&E Advance Rate. The definition of “M&E Advance Rate” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

“M&E Advance Rate’ means 85%.”

(vi) Maturity Date. The definition of “Maturity Date” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

“Maturity Date’ means March 28, 2019.”

(vii) Real Property Advance Rate. The definition of “Real Property Advance Rate” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

“Real Property Advance Rate’ means 60%.”

(viii) Term Loan Amount. The definition of “Term Loan Amount” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

“Term Loan Amount’ means:

(a) on the Fourth Amendment Effective Date, the lesser of (i) \$68,000,000, and (ii) the Term Loan Formula Amount on the Fourth Amendment Effective Date, and

(b) on the 2015 Reset Date, the lesser of (i) \$68,000,000, and (ii) the Term Loan Formula Amount on the 2015 Reset Date.”

(ix) Term Note. The definition of “Term Note” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

“Term Note” means the Amended and Restated Term Promissory Note, dated as of the Fourth Amendment Effective Date, by Borrowers in favor of Agent, for the benefit of the Term Loan Lenders, as the same may be amended, modified, supplemented, renewed, restated or replaced.

(x) Trigger Level. The definition of “Trigger Level” set forth in Schedule 1.1 to the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

“Trigger Level” means, as of any date of determination, the greater of (a) \$10,000,000, (b) 20% of the Maximum Revolver Amount on such date, and (c) 12.5% of the sum of the Maximum Revolver Amount plus the outstanding principal amount of the Term Loan on such date.”

(c) Interpretation. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

2. Term Loan. Section 2.2 of the Credit Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

“2.2 Term Loan.

(a) Subject to the terms and conditions of this Agreement, on the Fourth Amendment Effective Date, each Term Loan Lender agrees (severally, not jointly or jointly and severally) to make term loans to Borrowers in an amount equal to such Term Loan Lender’s Pro Rata Share of the amount equal to (the “Fourth Amendment Term Loan Amount”): (i) the Term Loan Amount on the Fourth Amendment Effective Date, less (ii) \$50,000,000, representing the principal amount of the term loans made by the Term Loan Lenders prior to the Fourth Amendment Effective Date which is outstanding as of the Fourth Amendment Effective Date (the “Fourth Amendment Term Loan Balance”). The sum of the Fourth Amendment Term Loan Amount plus the Fourth Amendment Term Loan Balance shall be collectively referred to as the “Term Loan”.

(b) From and after the Fourth Amendment Effective Date, subject to Section 2.2(d), the principal of the Term Loan shall be repaid in consecutive equal quarterly installments in the amount of \$2,125,000, commencing on October 1, 2014 and continuing on the first day of each calendar quarter (i.e., each January 1, April 1, July 1 and October 1) thereafter, together with a final installment of all remaining unpaid principal (and all accrued and unpaid interest) on the Term Loan on the earlier of (i) the Maturity Date, and (ii) the date of the acceleration of the Term Loan in accordance with the terms of Section 9.1.

(c) Subject to the terms and conditions of this Agreement, on the 2015 Reset Date, each Term Loan Lender agrees (severally, not jointly or jointly and severally) to make additional term loans to Borrowers in an aggregate amount equal to such Term Loan Lender’s Pro Rata Share of the amount equal to (i) the Term Loan Amount on the 2015 Reset Date, minus (ii) the outstanding principal amount of the Term Loan immediately prior to the 2015 Reset Date, and the reset Term Loan Amount shall thereafter be referred to as the “Term Loan”.

(d) From and after the 2015 Reset Date, the principal of the Term Loan shall be repaid in consecutive equal quarterly installments in the amount equal to the Term Loan Amount on the 2015 Reset Date divided by thirty two (32), commencing on the first day of each calendar quarter (i.e., each January 1, April 1, July 1 and October 1) following the 2015 Reset Date and continuing on the first day of each calendar quarter thereafter, together with a final installment of all remaining unpaid principal (and all accrued and unpaid interest) on the Term Loan on the earlier of (i) the Maturity Date, and (ii) the date of the acceleration of the Term Loan in accordance with the terms of Section 9.1.

(e) The Term Loan shall be evidenced by the Term Note. Any principal amount of the Term Loan that is repaid or prepaid may not be reborrowed. All principal of, interest on, and other amounts payable in respect of the Term Loan shall constitute Obligations hereunder.”

3. Prepayments - Fixed Asset Adjustments. Section 2.4(e)(vi) of the Credit Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

“(vi) **Fixed Asset Adjustments**. To the extent not addressed by Section 2.4(e)(ii):

(A) Within 3 Business Days of the date on which any item or parcel of Eligible M&E or Eligible Real Property ceases to satisfy all of the eligibility criteria applicable thereto in accordance with the respective definitions of Eligible M&E and Eligible Real Property, Borrowers shall prepay the Term Loan in accordance with Section 2.4(f)(iii) in an amount equal to the unamortized amount of the Term Loan that was attributed to such item or parcel of Eligible M&E or Eligible Real Property, as applicable, in determining the amount of the Term Loan on the Fourth Amendment Term Loan Effective Date or the 2015 Reset Date, as applicable, in accordance with the definition of “Term Loan Formula Amount” to the extent that such unamortized amount that is attributable to such item or parcel of Eligible M&E or Eligible Real Property, as applicable, set forth in the most recent appraisal thereof causes the outstanding principal amount of the Term Loan to exceed the Term Loan Formula Amount.

(B) Within 3 Business Days after Agent’s receipt of updated appraisals of Eligible M&E and/or Eligible Real Property that result in a reduction of the Term Loan Formula Amount in accordance with the provisos set forth in the definition of “Term Loan Formula Amount”, Borrowers shall prepay the Term Loan in accordance with Section 2.4(f)(iii) to the extent that the outstanding principal amount of the Term Loan exceeds the Term Loan Formula Amount as a result of such updated appraisals.”

4. Restricted Payments. Section 6.7(c) of the Credit Agreement is hereby amended by deleting the reference to “\$20,000,000” in clause (iii) of such Section and replacing it with “the Trigger Level”.

5. Schedules to Loan Agreement. Schedule C-1 to the Loan Agreement is hereby amended by deleting such Schedule in its entirety and replacing it with Schedule 1 to this Amendment.

6. Conditions Precedent. The provisions of this Amendment shall only be effective upon the satisfaction of each of the following conditions precedent in a manner satisfactory to Agent:

(a) This Amendment. Agent shall have received fully executed counterparts of this Amendment, duly authorized, executed and delivered by the Borrowers and all of the Lenders and duly acknowledged by the Guarantors.

(b) Term Note. Agent shall have the Term Note, duly authorized, executed and delivered by each of the Borrowers.

(c) Amendment to Guaranty and Security Agreement. Agent shall have received fully executed counterparts of the Second Amendment to the Guaranty and Security Agreement, duly authorized, executed and delivered by the Loan Parties.

(d) Updated Appraisals. Agent and each Lender shall have received, in form and substance satisfactory to Agent and each Lender, updated appraisals of the Eligible Real Property consisting of the Closing Date Real Property Collateral and updated appraisals of Eligible M&E, collectively to reflect aggregate appraised values of the Eligible Real Property and Eligible M&E that are sufficient in the determination of Agent and each Lender to support a Term Loan Formula Amount on the Fourth Amendment Effective Date of at least \$68,000,000.

(e) Amendment Fee. Agent shall have received, for the account of the Lenders (based on their Pro Rata Shares of the Commitments) a non-refundable amendment fee in the amount of \$150,000 (it being understood that Agent is hereby authorized to charge the Loan Account of the Borrowers for the full amount of such fee on the Fourth Amendment Effective Date).

(f) Accuracy of Representations and Warranties. Each of Borrowers' representations and warranties set forth in Section 7(d) hereof shall be true and correct in all respects.

7. Miscellaneous

(a) No Additional Obligations. Borrowers acknowledge and agree that the execution, delivery and performance of this Amendment shall not create (nor shall Borrowers rely upon the existence of or claim or assert that there exists) any obligation of Agent or any Lender to consider or agree to any other amendment of or waiver or consent with respect to the Credit Agreement or any other instrument or agreement to which Agent or any Lender is a party (collectively, an "Additional Amendment" or "Consent"), and in the event that Agent and the Lenders subsequently agree to consider any requested Additional Amendment or Consent, neither the existence of this Amendment nor any other conduct of Agent or the Lenders related hereto, shall be of any force or effect on the Lenders' consideration or decision with respect to any such requested Additional Amendment or Consent, and the Lenders shall not have any obligation whatsoever to consider or agree to any such Additional Amendment or Consent.

(b) Waiver of Claims. In order to induce Agent and Lenders to enter into this Amendment, each Borrower hereby releases, remises, acquits and forever discharges each Lender and Agent and each of their respective employees, agents, representatives, consultants, attorneys, officers, directors, partners, fiduciaries, predecessors, successors and assigns, subsidiary corporations, parent corporations, Affiliates and related corporate divisions (collectively, the "Released Parties"), from any and all actions, causes of action, judgments, executions, suits, debts, claims, demands, liabilities, damages and expenses of any and every character, known or unknown, direct or indirect, at law or in equity, of whatever nature or kind, whether heretofore or hereafter arising, for or because of any manner of things done, omitted or suffered to be done by any of the Released Parties (excluding the gross negligence or willful misconduct of any of the Released Parties), prior to and including the date of execution hereof, and in any way directly or indirectly arising out of any or in any way connected to this Amendment, the Credit Agreement or the other Loan Documents (collectively, the "Released Matters"). Each Borrower hereby acknowledges that the agreements in this Section are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. Each Borrower hereby represents and warrants to each Lender and Agent that it has not purported to transfer, assign or otherwise convey any right, title or interest of any Borrower in any Released Matter to any other Person and that the foregoing constitutes a full and complete release of all Released Matters.

(c) Acknowledgments and Stipulations. In order to induce Agent and Lenders to enter into this Amendment, each Borrower acknowledges, stipulates and agrees that (a) all of the Obligations are absolutely due and owing by Borrowers to Agent and Lenders in accordance with the terms and provisions of the Credit Agreement without any defense, deduction, offset or counterclaim (and, to the extent any Borrower had any defense, deduction, offset or counterclaim on the date hereof, the same is hereby waived by such Borrower); (b) the Loan Documents executed by each Borrower are legal, valid and binding obligations of such Borrower enforceable against such Borrower in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally; (c) the Liens granted by each Borrower to Agent in the Collateral are valid and duly perfected, first priority Liens, subject only to Permitted Liens; (d) each of the recitals contained at the beginning of this Amendment is true and correct; and (e) prior to executing this Agreement, each Borrower consulted with and had the benefit of advice of legal counsel of their own selection and has relied upon the advice of such counsel, and in no part upon the representation of Agent, any Lender or any counsel to Agent or any Lender concerning the legal effects of this Agreement or any provision hereof.

(d) Representations and Warranties of Borrowers. Each Borrower hereby represents and warrants that, after giving effect to the amendments contained herein, (a) the representations and warranties contained in Section 4 of the Credit Agreement are correct in all material respects on and as of the date hereof as though made on and as of such date, except to the extent that any such representation or warranty specifically relates to an earlier date, (b) the execution, delivery, and performance by such Borrower of this Amendment does not and will not (i) violate any material provision of federal, state, or local law or regulation applicable to any Loan Party or its Domestic Subsidiaries, the Governing Documents of any Loan Party or its Domestic Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party or its Domestic Subsidiaries, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material agreement of any Loan Party or its Domestic Subsidiaries where any such conflict, breach or default could individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (iv) require any approval of any holder of Equity Interests of a Loan Party or any approval or consent of any Person under any material agreement of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of material agreements, for consents or approvals, the failure to obtain could not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect, and (c) no Default or Event of Default exists under the Credit Agreement on and as of the date hereof. Without limitation of the preceding sentence, each Borrower hereby expressly re-affirms the validity, effectiveness and enforceability of each Loan Document to which it is a party (in each case, as the same may be modified by the terms of this Amendment).

(e) Effect of this Agreement. Except as expressly amended pursuant hereto, no other changes or modifications to the Credit Agreement or any of the other Loan Documents are intended or implied, and in all other respects, the Credit Agreement and each of the other Loan Documents is hereby specifically ratified, restated and confirmed by all parties hereto as of the date hereof. To the extent that any provision of the Credit Agreement or any of the other Loan Documents are inconsistent with the provisions of this Amendment, the provisions of this Amendment shall control. All references in the Credit Agreement (including without limitation the Schedules thereto) to the "Agreement" and all references in the other Loan Documents to the "Credit Agreement" shall be deemed to refer to the Credit Agreement, as amended hereby.

(f) Further Assurances. The Loan Parties shall execute and deliver such additional documents and take such additional action as may be reasonably requested by Agent to effectuate the provisions and purposes hereof.

(g) Governing Law. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(h) Binding Effect. This Amendment shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto.

(i) Counterparts; Electronic Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[The remainder of this page is intentionally left blank.]

Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

BORROWERS:

UNIFI, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman and CEO

UNIFI MANUFACTURING, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman and CEO

AGENT AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

By: /S/ J. RYAN DAVISON
Name: J. Ryan Davison
Title: V.P.

CIT BANK, as a Lender

By: /S/ KELLY HARTNETT
Name: Kelly Hartnett
Title: Authorized Signatory

BANK OF AMERICA, N.A., as a Lender

By: /S/ ANDREW A. DOHERTY
Name: Andrew A. Doherty
Title: Senior Vice President

GUARANTORS' ACKNOWLEDGMENT

The undersigned, each a guarantor of the "Obligations" of Unifi, Inc., a New York corporation ("Parent"), and Unifi Manufacturing, Inc., a North Carolina corporation ("Unifi Manufacturing") and together with Parent, each a "Borrower" and collectively, the "Borrowers"), under and as defined in that certain Credit Agreement, dated as of May 24, 2012, as amended by the First Amendment to Credit Agreement, dated as of December 27, 2012, the Second Amendment to Credit Agreement, dated as of June 25, 2013, and the Third Amendment to Credit Agreement, dated as of January 16, 2014 (as so amended, the "Credit Agreement"), by and among Borrowers, the lenders party thereto (the "Lenders"), and Wells Fargo Bank, National Association, as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Agent"), hereby (a) acknowledges receipt of the foregoing Fourth Amendment to Credit Agreement, by and among Borrowers, the Lenders and Agent (the "Amendment"); (b) consents to the terms and execution thereof; (c) reaffirms its obligations pursuant to the terms of the Guaranty and Security Agreement; and (d) acknowledges that Agent and the Lenders may amend, restate, extend, renew or otherwise modify the Credit Agreement and any indebtedness or agreement of Borrowers, or enter into any agreement or extend additional or other credit accommodations to Borrowers, without notifying or obtaining the consent of the undersigned and without impairing the liability of the undersigned under the Guaranty and Security Agreement for Borrowers' present and future Obligations.

SPANCO INTERNATIONAL, INC.

By: /S/ WILLIAM L. JASPER

Name: William L. Jasper

Title: Chairman and CEO

UNIFI SALES & DISTRIBUTION, INC.

By: /S/ WILLIAM L. JASPER

Name: William L. Jasper

Title: Chairman, President and CEO

UNIFI EQUIPMENT LEASING, LLC

By: /S/ WILLIAM L. JASPER

Name: William L. Jasper

Title: Chairman and CEO

SCHEDULE 1
TO
FOURTH AMENDMENT TO CREDIT AGREEMENT

Schedule C-1

Commitments

Lender	Revolver Commitment	Term Loan Commitment	Total Commitment
Wells Fargo Bank, National Association	\$50,000,000.00	\$34,000,000.00	\$84,000,000.00
Bank of America, N.A.	\$33,333,333.33	\$22,666,666.67	\$56,000,000.00
CIT Bank	<u>\$16,666,666.67</u>	<u>\$11,333,333.33</u>	<u>\$28,000,000.00</u>
TOTAL	\$100,000,000.00	\$68,000,000.00	\$168,000,000.00

SECOND AMENDMENT TO GUARANTY AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO GUARANTY AND SECURITY AGREEMENT (this "Amendment"), dated as of March 28, 2014, is by and among the Persons listed on the signature pages hereof as "Grantors", and Wells Fargo Bank, National Association, a national banking association, in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 24, 2012, among Borrowers, the Lenders and the Agent, as amended by the First Amendment to Credit Agreement dated as of December 27, 2012, the Second Amendment to Credit Agreement, dated as of June 25, 2013, the Third Amendment to Credit Agreement, dated as of January 16, 2014, and the Fourth Amendment to Credit Agreement, dated of even date herewith (and as the same may hereafter be further amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"), the Lenders have made loans and advances and provided other financial accommodations to Borrowers;

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to induce the Lender Group and the Bank Product Providers to make financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, the Grantors have entered into that certain Guaranty and Security Agreement, dated as of May 24, 2012, as amended by the First Amendment to Guaranty and Security Agreement, dated as of June 25, 2013, among the Grantors and Agent (as amended hereby and as the same may hereafter be further amended, modified, supplemented, renewed, restated or replaced from time to time, the "Guaranty and Security Agreement"); and

WHEREAS, the parties hereto have agreed to amend the Guaranty and Security Agreement as set forth herein.

NOW, THEREFORE, in consideration of the agreements herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. Definitions.

(a) Interpretation. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed thereto in the Guaranty and Security Agreement.

(b) Amendments to Definitions.

(i) Cash Dominion Trigger Level. The definition of "Cash Dominion Event" in Section 1 of the Guaranty and Security Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

"Cash Dominion Trigger Level' has the meaning given to the term "Trigger Level" in the Credit Agreement."

2. Conditions Precedent. The provisions contained herein shall only be effective upon the satisfaction of each of the following conditions precedent in a manner satisfactory to Agent:

(a) Amendment and Other Documents. Agent shall have received fully executed counterparts of this Amendment, duly authorized, executed and delivered by each of the Loan Parties.

(b) Accuracy of Representations and Warranties. Each of Grantors' representations and warranties set forth in Section 5(d) hereof shall be true and correct in all respects.

3. Miscellaneous

(a) Representations and Warranties of Grantors. Each Grantor hereby represents and warrants that, after giving effect to the amendments contained herein, the representations and warranties contained in Section 6 of the Guaranty and Security Agreement are correct in all material respects on and as of the date hereof as though made on and as of such date, except to the extent that any such representation or warranty specifically relates to an earlier date. Without limitation of the preceding sentence, each Grantor hereby expressly re-affirms the validity, effectiveness and enforceability of each Loan Document to which it is a party (in each case, as the same may be modified by the terms of this Amendment).

(b) Effect of this Agreement. Except as expressly amended pursuant hereto, no other changes or modifications to the Guaranty and Security Agreement are intended or implied, and in all other respects, the Guaranty and Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the date hereof. To the extent that any provision of the Guaranty and Security Agreement are inconsistent with the provisions of this Amendment, the provisions of this Amendment shall control. All references in the Guaranty and Security Agreement (including without limitation the Schedules thereto) to "this Agreement" and all references in the other Loan Documents to "the Guaranty and Security Agreement" shall be deemed to refer to the Guaranty and Security Agreement, as amended hereby.

(c) Further Assurances. The Loan Parties shall execute and deliver such additional documents and take such additional action as may be reasonably requested by Agent to effectuate the provisions and purposes hereof.

(d) Governing Law. The validity of this amendment, the construction, interpretation, and enforcement hereof, the rights of the parties hereto with respect to all matters arising hereunder or related hereto, and any claims, controversies or disputes arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New York.

(e) Binding Effect. This Amendment shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto.

(f) Counterparts; Electronic Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

GRANTORS:

UNIFI, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman and CEO

UNIFI MANUFACTURING, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman and CEO

SPANCO INTERNATIONAL, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman and CEO

UNIFI SALES & DISTRIBUTION, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman, President and CEO

UNIFI EQUIPMENT LEASING, LLC

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chairman and CEO

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: /S/ J. RYAN DAVISON
Name: J. Ryan Davison
Title: V.P.