

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):
June 26, 2015

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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1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On June 26, 2015, Unifi, Inc. (the “Registrant”) and its wholly owned subsidiary Unifi Manufacturing, Inc. (“UMI” and together with the Registrant, the “Borrowers”), as borrowers, entered into a First Amendment to Amended and Restated Credit Agreement (the “First Amendment to Credit Agreement”) with Wells Fargo Bank, National Association (the “Agent”), as agent for the lenders (the “Lenders”), which amends the Amended and Restated Credit Agreement, dated as of March 26, 2015, by and among the Borrowers, the Lenders and the Agent (the “Credit Agreement”). The Credit Agreement relates to a \$200 million senior secured credit facility (the “ABL Facility”). In connection with the First Amendment to Credit Agreement, on June 26, 2015 the Borrowers and two wholly owned subsidiaries of UMI, Unifi Sales & Distribution, Inc. and See 4 Process Improvement Solutions, LLC (f/k/a Unifi Equipment Leasing, LLC) (collectively, the “Grantors” and together with the Borrowers, the “Loan Parties”), entered into a First Amendment to Amended and Restated Guaranty and Security Agreement (“First Amendment to Guaranty and Security Agreement”) with the Agent, as agent for the Lenders, which amends the Amended and Restated Guaranty and Security Agreement, dated as of March 26, 2015, by and among the Loan Parties and the Agent (the “Guaranty and Security Agreement”). The First Amendment to Credit Agreement and First Amendment to Guaranty and Security Agreement are referred to collectively as the “First Amendments”. Certain capitalized terms used but not defined herein have the meanings given to them in the First Amendments, 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 described in the Guaranty and Security Agreement, pursuant to an earlier letter agreement, the Grantors had agreed, among other things, to pledge, on or before June 26, 2015, certain percentages of equity interests in foreign subsidiaries of the Registrant. Pursuant to the First Amendments, the Registrant has pledged, and the ABL Facility will be secured by a first-priority perfected security interest in, 65% of the equity interests held by the Registrant in Unifi Switzerland GmbH, together with all proceeds and products thereof. The collateral previously granted as security for the ABL Facility is unchanged, except that the security interest previously granted in UMI’s subsidiary Spanco International, Inc. has been otherwise consolidated as a result of internal restructuring. The First Amendment to Credit Agreement also updated the permitted investments and permitted lien schedules to the Credit Agreement.

Except as set forth above and in the First Amendments, the Credit Agreement and related documents continue in effect and remain unchanged. The foregoing discussion of the terms of the First Amendments is not complete and is qualified in its entirety by reference to the full text of the First Amendments, copies of which are attached hereto as Exhibits.

Other than in respect of the Credit Agreement and related documents, neither the Registrant nor any of its affiliates have any material relationship with any of the other parties to the Credit Agreement and related documents, other than that each of the Lenders has performed, and may in the future perform, various commercial banking, investment banking, underwriting, trust and other financial advisory services for the Registrant and/or its affiliates, for which it has received, and will receive, only customary fees and expenses.

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

The discussion 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	First Amendment to Amended and Restated Credit Agreement, dated as of June 26, 2015, by and among Unifi, Inc. and Unifi Manufacturing, Inc., as borrowers, and Wells Fargo Bank, National Association, as agent for the Lenders.
4.2	First Amendment to Amended and Restated Guaranty and Security Agreement, dated as of June 26, 2015, by and among the Grantors from time to time party thereto and Wells Fargo Bank, National Association, 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: June 30, 2015

INDEX TO EXHIBITS

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
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4.2	First Amendment to Amended and Restated Guaranty and Security Agreement, dated as of June 26, 2015, by and among the Grantors from time to time party thereto and Wells Fargo Bank, National Association, as administrative agent.

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This First Amendment to Amended and Restated Credit Agreement (this "Amendment"), dated as of June 26, 2015, 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 Amended and Restated Credit Agreement, dated as of March 26, 2015 (as 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. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

2. Schedules to Credit Agreement.

(a) Capitalization of Subsidiaries. Schedule 4.1(b) to the Credit Agreement is hereby amended by deleting such Schedule in its entirety and replacing it with Schedule 4.1(b) to this Amendment.

(b) Permitted Investments. Schedule P-1 to the Credit Agreement is hereby amended by deleting such Schedule in its entirety and replacing it with Schedule P-1 to this Amendment.

(c) Permitted Liens. Schedule P-2 to the Credit Agreement is hereby amended by deleting such Schedule in its entirety and replacing it with Schedule P-2 to this Amendment.

3. 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 duly acknowledged by the Guarantors.

(b) Accuracy of Representations and Warranties. Each of Borrowers' representations and warranties set forth in Section 4(d) hereof shall be true and correct in all respects.

4. 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: Chief Executive Officer

UNIFI MANUFACTURING, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chief Executive Officer

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: /S/ ZACHARY S. BUCHANAN
Name: Zachary S. Buchanan
Title: Assistant 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 Amended and Restated Credit Agreement, dated as of March 26, 2015 (as the same has been and may hereinafter be amended, modified, supplemented, renewed, restated or replaced, 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 First Amendment to Amended and Restated 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 Amended and Restated Guaranty and Security Agreement, dated as of March 26, 2015, among the Agent, the Borrowers and the undersigned (as the same has been and may hereinafter be amended, modified, supplemented, renewed, restated or replaced, 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.

UNIFI SALES & DISTRIBUTION, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: President and Chief Executive Officer

**SEE 4 PROCESS IMPROVEMENT SOLUTIONS, LLC (f/k/a Unifi
Equipment Leasing, LLC)**

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chief Executive Officer

SCHEDULE 4.1(b)
TO
FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

Schedule 4.1(b)

Capitalization of Subsidiaries

<u>Current Legal Entities Owned</u>	<u>Record Owner</u>	<u>No. Shares/Interest</u>
Unifi Holding 1, BV (“UH1”)	Unifi Switzerland GmbH	121 shares/100% - Unifi Switzerland GmbH
Unifi Holding 2, BV (“UH2”)	UH1	40 shares/100% - UH1
Unifi Holding 3, BV (“UH3”)	UH2	40 shares/100% - UH2
Unifi Central America Holding, SRL (formerly Unifi Asia Holding, SRL) (“UCAH”)	UH2	100% - UH2
Unifi Textiles Holding, SRL (“UTH”)	UH2	100% - UH2
Unifi do Brasil, Ltda.	UH1	100% - UH1
Unifi Manufacturing, Inc. (“UMI”)	Unifi, Inc.	1000 shares/100% - Unifi, Inc.
Unifi Textured Polyester, LLC	UMI	100% - UMI
Unifi Kinston, LLC	UMI	100% - UMI
Unifi Sales & Distribution, Inc.	Unifi, Inc.	1000 shares/100%-Unifi, Inc.
Unimatrix Americas, LLC	UMI	100%-UMI
Unifi Latin America, S.A.	Unifi Switzerland GmbH	100% - Unifi Switzerland GmbH
See 4 Process Improvement Solutions, LLC (t/k/a Unifi Equipment Leasing, LLC)	UMI	100% - UMI
Unifi Textiles (Suzhou) Co. Ltd.	UTH	100% - UTH
Unifi Central America, Ltda. de CV	UCAH/UH2	99.99%-UCAH & .01%-UH2
Repreve Renewables, LLC	UH3/Links Partners Ltd.	60%-UH3 & 40% Links Partners Ltd.
Unifi Europe, Ltd.	UH2	100% - UH2
Unifi Switzerland GmbH	Unifi, Inc.	200 shares/100% - Unifi, Inc.

**SCHEDULE P-1
TO
FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT**

Schedule P-1

Permitted Investments

<u>Current Legal Entities Owned</u>	<u>Record Owner</u>	<u>No. Shares/Interest</u>
Unifi Manufacturing, Inc. ("UMI")	Unifi, Inc.	1000 shares/100% - Unifi, Inc.
Unifi Textured Polyester, LLC	UMI	100% - UMI
Unifi Kinston, LLC	UMI	100% - UMI
Unifi Sales & Distribution, Inc.	Unifi, Inc.	1000 shares/100%-Unifi, Inc.
Unimatrix Americas, LLC	UMI	100%-UMI
See 4 Process Improvement Solutions, LLC (f/k/a Unifi Equipment Leasing, LLC)	UMI	100% - UMI
MiCell Technologies, Inc.	Unifi, Inc.	0.7% - Unifi, Inc.
Parkdale America, LLC	UMI	34% - UMI
Unifi Switzerland GmbH	Unifi, Inc.	200 shares/100% - Unifi, Inc.

**SCHEDULE P-2
TO
FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT**

Schedule P-2

Permitted Liens

None.

**FIRST AMENDMENT TO
AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT (this "Amendment"), dated as of June 26, 2015, 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 Amended and Restated Credit Agreement, dated as of March 26, 2015, among Borrowers, the Lenders and the Agent, as amended by the First 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 entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of March 26, 2015 (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. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed thereto in the Guaranty and Security Agreement.
 2. Schedules to Guaranty and Security Agreement.
 - (a) Pledged Companies, Schedule 5 to the Guaranty and Security Agreement is hereby amended by deleting such Schedule in its entirety and replacing it with Schedule 5 to this Amendment.
 - (b) Name; Chief Executive Office; Tax Identification Numbers and Organizational Numbers, Schedule 7 to the Guaranty and Security Agreement is hereby amended by deleting such Schedule in its entirety and replacing it with Schedule 7 to this Amendment.
 - (c) Uniform Commercial Code Filing Jurisdictions, Schedule 11 to the Guaranty and Security Agreement is hereby amended by deleting such Schedule in its entirety and replacing it with Schedule 11 to this Amendment.
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3. 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 4(a) hereof shall be true and correct in all respects.

4. 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: Chief Executive Officer

UNIFI MANUFACTURING, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chief Executive Officer

UNIFI SALES & DISTRIBUTION, INC.

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: President and Chief Executive Officer

**SEE 4 PROCESS IMPROVEMENT SOLUTIONS, LLC (f/k/a Unifi
Equipment Leasing, LLC)**

By: /S/ WILLIAM L. JASPER
Name: William L. Jasper
Title: Chief Executive Officer

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: /S/ ZACHARY S. BUCHANAN
Name: Zachary S. Buchanan
Title: Assistant Vice President

SCHEDULE 5
TO
FIRST AMENDMENT TO AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT

SCHEDULE 5

PLEDGED COMPANIES

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
Unifi, Inc.	Unifi Manufacturing, Inc.	1000 shares	N/A	100%	100%	1
Unifi, Inc.	Unifi Sales & Distribution, Inc.	1000 shares	N/A	100%	100%	1
Unifi, Inc.	Unifi Switzerland GmbH	200 shares	N/A	100%	65%	N/A
Unifi Manufacturing, Inc.	See 4 Process Improvement Solutions, LLC (f/k/a Unifi Equipment Leasing, LLC)	N/A	N/A	100%	100%	N/A
Unifi Manufacturing, Inc.	Parkdale America, LLC	N/A	N/A	34%	34%	N/A

SCHEDULE 7
TO
FIRST AMENDMENT TO AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT

SCHEDULE 7

NAME; CHIEF EXECUTIVE OFFICE; TAX IDENTIFICATION NUMBERS AND ORGANIZATIONAL NUMBERS

<u>Name</u>	<u>Jurisdiction of Organization</u>	<u>Chief Executive Office</u>	<u>Tax and Organizational Identification Number</u>
Unifi, Inc.	New York	7201 W Friendly Ave. Greensboro, NC 27410	FEIN: 11-2165495 NY Organizational ID: N/A
Unifi Manufacturing, Inc.	North Carolina	7201 W Friendly Ave. Greensboro, NC 27410	FEIN: 56-2001082 NC Organizational ID: 0411480
Unifi Sales & Distribution, Inc.	North Carolina	7201 W Friendly Ave. Greensboro, NC 27410	FEIN: 56-2001079 NC Organizational ID: 0411509
See 4 Process Improvement Solutions, LLC	North Carolina	7201 W Friendly Ave. Greensboro, NC 27410	FEIN: 27-3328625 NC Organizational ID: 0840276

SCHEDULE 11
TO
FIRST AMENDMENT TO AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT

SCHEDULE 11

LIST OF UNIFORM COMMERCIAL CODE FILING JURISDICTIONS

<u>Grantor</u>	<u>Filing Jurisdiction</u>
Unifi, Inc.	New York
Unifi Manufacturing, Inc.	North Carolina
Unifi Sales & Distribution, Inc.	North Carolina
See 4 Process Improvement Solutions, LLC	North Carolina