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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of the earliest event reported): December 22, 2009**

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**UNIFIED GROCERS, INC.**

(Exact name of registrant as specified in its charter)

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**California**  
(State or other jurisdiction of  
incorporation or organization)

**000-10815**  
(Commission File Number)

**95-0615250**  
(I.R.S. Employer  
Identification No.)

**5200 Sheila Street, Commerce, CA 90040**  
(Address of principal executive offices) (Zip Code)

**(323) 264-5200**  
(Registrant's telephone number, including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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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EXHIBIT 99.2 Revolving Note under Amended and Restated Credit Agreement, dated as of December 22, 2009

**Item 1.01. Entry into a Material Definitive Agreement**

On December 22, 2009, Unified Grocers, Inc. (the “*Company*”) entered into a Second Amendment to Amended and Restated Credit Agreement (the “*Amendment*”), among the Company, other credit parties as identified therein, Bank of Montreal, Chicago Branch, as Administrative Agent, and Fifth Third Bank. The Amendment exercises a provision in the Company’s revolving credit agreement, entitled Amended and Restated Credit Agreement, dated as of December 5, 2006, among the Company, other credit parties as identified therein, and Bank of Montreal, Chicago Branch, as Administrative Agent (the “*Credit Agreement*”), to (i) increase the total committed funds available to the Company by \$25,000,000 from \$250,000,000 to \$275,000,000, and (ii) add Fifth Third Bank to the Credit Agreement as a lender with a commitment of \$25,000,000. Borrowings under the Credit Agreement may be made as revolving loans, swing line loans or letters of credit.

The aggregate commitments under the Credit Agreement may be increased from time to time, either through any of the existing lenders increasing their commitment or by means of the addition of new lenders, up to a maximum commitment of \$300,000,000. While the consent of the lenders as a group is not required to any such increase, no individual lender is required to increase its own commitment to the Credit Agreement. In connection with the Amendment, the Company entered in a Revolving Note (the “*Note*”) with Fifth Third Bank as a new lender with a commitment of \$25,000,000. Amounts extended under the Note will be through revolving loans.

The credit facility expires on January 31, 2012, and is intended to finance capital expenditures, to finance working capital needs, to finance certain acquisitions and for general corporate purposes.

The Company’s obligations under the Credit Agreement are guaranteed by certain of the Company’s subsidiaries, excluding its finance and insurance subsidiaries, and are secured by grants of security interests in all of the accounts receivable and inventory of the Company and certain of its subsidiaries. The obligations are also senior to the rights of members with respect to partially subordinated members’ deposit accounts and patronage dividend certificates. As of October 3, 2009 there were no outstanding patronage dividend certificates.

The Amendment continues in full force the terms and conditions of the Credit Agreement.

A copy of the Amendment is attached hereto as Exhibit 99.1 and is incorporated herein by this reference. A copy of the Note is attached hereto as Exhibit 99.2 and is incorporated herein by this reference. The foregoing descriptions of the Amendment and Note do not purport to be complete and are qualified in their entirety by reference to the exhibit.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

On December 22, 2009, the Company entered into an Amendment of its Credit Agreement that exercised a provision in the Credit Agreement to expand the existing revolving credit facility by \$25,000,000, which increased the total committed funds available to the Company from \$250,000,000 to \$275,000,000. Additionally, the Company entered into the Note

to add Fifth Third Bank as a new lender with a commitment of \$25,000,000. The terms of the direct financial obligation are summarized in Item 1.01 of this Current Report on Form 8-K, and a copy of the Amendment and Note are attached hereto as Exhibit 99.1 and Exhibit 99.2, respectively, and are incorporated herein by this reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	Second Amendment to Amended and Restated Credit Agreement, dated as of December 22, 2009, by and among Unified Grocers, Inc. (formerly known as Unified Western Grocers, Inc.), other credit parties as identified therein, Bank of Montreal, Chicago Branch, as Administrative Agent, and Fifth Third Bank.
99.2	Revolving Note under Amended and Restated Credit Agreement, dated as of December 22, 2009, by Unified Grocers, Inc. (formerly known as Unified Western Grocers, Inc.) payable to Fifth Third Bank.



## **Exhibit Index**

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99.2	Revolving Note under Amended and Restated Credit Agreement, dated as of December 22, 2009, by Unified Grocers, Inc. (formerly known as Unified Western Grocers, Inc.) payable to Fifth Third Bank.

## UNIFIED GROCERS, INC.

**SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT**

This Second Amendment to Amended and Restated Credit Agreement (herein, the "*Amendment*") is entered into as of December 22, 2009, by and among Unified Grocers, Inc., a California corporation formerly known as Unified Western Grocers, Inc. (the "*Borrower*"), the Guarantors party to the Credit Agreement (hereinafter identified and defined), Fifth Third Bank and Bank of Montreal, Chicago Branch ("*BMO*" or, in its capacity as the administrative agent on behalf of the Lenders, together with its successors or affiliates in such capacity, "*Administrative Agent*").

**PRELIMINARY STATEMENTS**

A. The Borrower, the Guarantors, the Administrative Agent and the Lenders entered into that certain Amended and Restated Credit Agreement, dated as of December 5, 2006, as previously amended (the "*Credit Agreement*"). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Lenders made a \$250,000,000 revolving credit facility available to the Borrower.

C. Section 1.1(b) of the Credit Agreement provides that the Commitments may be increased to an amount not to exceed \$300,000,000 on the terms and conditions set forth therein.

D. The Borrower, the Guarantors, the Administrative Agent and Fifth Third Bank wish to amend the Credit Agreement pursuant to Section 1.1(b) thereof to (i) add Fifth Third Bank to the Credit Agreement as a Lender thereunder with a Commitment of \$25,000,000, and (ii) increase the total Commitments thereunder to \$275,000,000, all on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## SECTION 1. AMENDMENT.

Upon satisfaction of all of the conditions precedent set forth in Section 2 hereof, the Credit Agreement shall be and hereby is amended as follows:

*Section 1.1* Upon satisfaction of all of the conditions precedent set forth in Section 2 hereof, (a) Fifth Third Bank (i) shall be deemed automatically to have become a party to the Credit Agreement and have all the rights and obligations of a "*Lender*" under the Credit Agreement as if it were an original signatory thereto with a Commitment of \$25,000,000, and (ii) agrees to be bound by the terms and conditions set forth in the Credit Agreement as if it were an original signatory thereto, and (b) the total Commitments of all of the Lenders shall be \$275,000,000.

*Section 1.2.* Fifth Third Bank hereby confirms that it has received a copy of the Loan Documents and the exhibits related thereto, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment. Fifth Third Bank acknowledges and agrees that it has made and will continue to make, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, its own credit analysis and decisions relating to the Credit Agreement. Fifth Third Bank further acknowledges and agrees that the Administrative Agent has not made any representations or warranties about the credit worthiness of the Borrower or any other party to the Credit Agreement or any other Loan Document or with respect to the legality, validity, sufficiency or enforceability of the Credit Agreement or any other Loan Document or the value of any security therefor.

*Section 1.3.* Schedule 1 to the Credit Agreement shall be replaced by Schedule 1 to this Amendment.

## SECTION 2. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to the satisfaction of all of the following conditions precedent:

*Section 2.1.* The Borrower, the Administrative Agent, the Guarantors and Fifth Third Bank shall have executed this Amendment (such execution may be in several counterparts and the several parties hereto may execute on separate counterparts).

*Section 2.2.* The Borrower shall have executed and delivered to the Administrative Agent for the account of Fifth Third Bank a Revolving Note in the form of Exhibit D to the Credit Agreement payable to the order of Fifth Third Bank in the principal amount of \$25,000,000.

*Section 2.3.* The Borrower shall have paid to Fifth Third Bank any up-front fee that the Borrower has agreed to pay such institution.

## SECTION 3. REPRESENTATIONS.

In order to induce the Administrative Agent and Fifth Third Bank to execute and deliver this Amendment, the Borrower hereby represents to the Administrative Agent and Fifth Third Bank that as of the date hereof, immediately after giving effect to this Amendment, the representations and warranties set forth in Section 6 of the Credit Agreement are true and correct in all material respects and no Default or Event of Default has occurred and is continuing under the Credit Agreement.

SECTION 4. MISCELLANEOUS.

*Section 4.1.* The Borrower and the Guarantors heretofore executed and delivered to the Administrative Agent certain Collateral Documents and the Borrowers and the Guarantors hereby agree that notwithstanding the execution and delivery hereof, the Collateral Documents shall be and remain in full force and effect and that any rights and remedies of the Administrative Agent thereunder, obligations of the Borrower and the Guarantors thereunder and any Liens created or provided for thereunder shall be and remain in full force and effect and shall not be affected, impaired or discharged hereby. Nothing herein contained shall in any manner affect or impair the priority of the Liens created and provided for by the Collateral Documents as to the indebtedness which would be secured thereby prior to giving effect to this Amendment.

*Section 4.2.* Except as specifically amended herein, the Credit Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in any note, document, letter, certificate, the Credit Agreement, the Notes, the Collateral Documents, or any communication issued or made pursuant to or with respect to the Credit Agreement or the other Loan Documents, any reference to the Credit Agreement in any of such instruments and documents being sufficient to refer to the Credit Agreement as amended hereby.

*Section 4.3.* This Amendment may be executed in any number of counterparts, and by the different parties on different counterparts, all of which taken together shall constitute one and the same agreement. Any of the parties hereby may execute this Amendment by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. This Amendment shall be governed by the internal laws of the State of Illinois.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

UNIFIED GROCERS, INC. (formerly known as  
Unified Western Grocers, Inc.)

By /s/ Christine Neal  
Name Christine Neal  
Title Senior Vice President of Finance

GROCERS DEVELOPMENT CENTER, INC.,  
CROWN GROCERS, INC. and  
MARKET CENTRE

By /s/ Christine Neal  
Name Christine Neal  
Title Vice President

BANK OF MONTREAL, CHICAGO BRANCH  
as Administrative Agent

By /s/ C. Scott Place  
Name C. Scott Place  
Title Director

FIFTH THIRD BANK

By /s/ Gary S. Losey  
Name Gary S. Losey  
Title Vice President

Unified Grocers, Inc.  
Signature Page to Second Amendment to  
Amended and Restated Credit Agreement

**SCHEDULE 1**

**COMMITMENTS**

<u>NAME OF LENDER</u>	<u>COMMITMENT</u>	<u>SWING LINE COMMITMENT</u>
BMO Capital Markets Financing, Inc.	\$ 46,250,000	\$ 20,000,000
Bank of America, N.A.	\$ 45,000,000	\$ 0
Wells Fargo Bank, N.A.,	\$ 45,000,000	\$ 0
Union Bank of California, N.A.	\$ 38,750,000	\$ 0
General Electric Capital Corporation	\$ 35,000,000	\$ 0
PNC Bank National Association	\$ 25,000,000	\$ 0
Fifth Third Bank	\$ 25,000,000	\$ 0
Bank of the West	\$ 15,000,000	\$ 0
<b>TOTAL</b>	<b><u>\$275,000,000</u></b>	<b><u>\$ 20,000,000</u></b>

## REVOLVING NOTE

U.S. \$25,000,000

December 22, 2009

FOR VALUE RECEIVED, the undersigned, Unified Grocers, Inc., a California corporation formerly known as Unified Western Grocers, Inc. (the "*Borrower*"), hereby promises to pay to the order of FIFTH THIRD BANK (the "*Lender*") on the Revolving Credit Termination Date of the hereinafter defined Credit Agreement, at the principal office of Bank of Montreal, Chicago Branch, as Administrative Agent, in Chicago, Illinois, in immediately available funds, the principal sum of Twenty Five Million Dollars (\$25,000,000) or, if less, the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrower pursuant to the Credit Agreement, together with interest on the principal amount of each Revolving Loan from time to time outstanding hereunder at the rates, and payable in the manner and on the dates, specified in the Credit Agreement.

This Note is one of the Revolving Notes referred to in the Amended and Restated Credit Agreement dated as of December 5, 2006, as previously amended, among the Borrower, the Guarantors party thereto, the Lenders party thereto, and Bank of Montreal, Chicago Branch, as Administrative Agent for the Lenders (the "*Credit Agreement*"), and this Note and the holder hereof are entitled to all the benefits and security provided for thereby or referred to therein, to which Credit Agreement reference is hereby made for a statement thereof. All defined terms used in this Note, except terms otherwise defined herein, shall have the same meaning as in the Credit Agreement. This Note shall be governed by and construed in accordance with the internal laws of the State of Illinois.

Voluntary prepayments may be made hereon, certain prepayments are required to be made hereon, and this Note may be declared due prior to the expressed maturity hereof, all in the events, on the terms and in the manner as provided for in the Credit Agreement.

The Borrower hereby waives demand, presentment, protest or notice of any kind hereunder.

UNIFIED GROCERS, INC. (formerly known as  
Unified Western Grocers, Inc.)

By /s/ Christine Neal  
Name Christine Neal  
Title Senior Vice President of Finance and  
Treasurer